

DATED

19 October

2012

(1) ONE HOUSING GROUP LIMITED

and

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

A G R E E M E N T

relating to land known as
Arlington House, 220 Arlington Road, London NW1 8EH
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 5826
Fax: 020 7974 1920

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CLS/COM/AL/1685.1409
final 20.9.12

THIS AGREEMENT is made the 19th day of October 2012

B E T W E E N:

- i. **ONE HOUSING GROUP LIMITED** (Industrial and Provident Society number IP20453R) of 100 Chalk Farm Road, London NW1 8EH (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL472013.
- 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 24 October 2011 and the Council resolved to grant permission conditionally under reference number 2011/5498/P subject to conclusion of this legal Agreement.
- 1.4 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.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- | | | |
|-----|---------------------------|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Development" | Change of use of south wing at upper ground floor level from ancillary staff offices to 6 x low rent self-contained bedsits, change of existing offices in west wing at upper ground floor level to provide 3 x low cost self contained bedsits and alterations to existing corridor between north and south wing to provide ancillary office and storage facility in connection with existing mixed use building (Sui Generis) as shown on drawing numbers site location plan; 2847A_L100 P3; L101 P1; L110 P2; L111 P2; L112 P2; L113 P1; L120 P2; L121 P3; L122 P1; L124 P1; L125 P1; L135 P1; Heritage Statement by Levitt Bernstein & Community Safety Action Plan |
| 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 | "London Plan" | the "London Plan – Spatial Development Strategy for Greater London July 2011" published by the Greater London Authority (and |

any replacement of or modifications, adjustments and amendments thereto from time to time)

2.6 "Low Cost Housing"

housing available to Low Cost Housing Tenants that would allow a household or person in need of accommodation to access a suitable property they would be unable to afford on the open market and for the avoidance of doubt includes "Intermediate Housing" which shall meet the criteria and definition ascribed to it in Policy 3.10 and paragraph 3.61 and 3.62 of the London Plan 2011

2.7 "Low Cost Housing Plans"

2847A_L120 P2 and 2847A_L121 P3 annexed hereto

2.8 "Low Cost Housing Rental Levels"

the rental levels the Owner shall apply to the Low Cost Housing in accordance with the Low Cost Housing Strategy

2.9 "Low Cost Housing Strategy"

a plan setting out the basis on which the Low Costs Housing Units are Occupied and which will include eligibility, any time limit on tenancy, arrangements for setting and reviewing Low Cost Housing Rental Levels, and any arrangements for referrals by the Council (and any amendments to that plan as may be agreed by the Council)

2.10 "Low Cost Housing Tenants"

persons in housing need who are living and/or working in the London Borough of Camden and who are eligible for Low Cost Housing in accordance with the Low Cost Housing Strategy

2.11 "Low Cost Housing Units"

the 9 units of Low Cost Housing comprised within the Development the same as shown on the Low Cost Housing Plans and to be let:-

- (i) to Low Cost Housing Tenants on six month assured short hold tenancies; and
- (ii) at Low Cost Housing Rental Levels
- (iii) in accordance with the Low Cost Housing Strategy

2.12 "Occupation Date"

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

2.13 "the Parties"

means the Council and the Owner

2.14 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 24 October 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/5498/P subject to conclusion of this Agreement

2.15 "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

2.16 "the Planning

Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.17 "the Property"

the land known as Arlington House, 220 Arlington Road, London NW1 8EH the same as shown shaded grey on the plan annexed hereto

2.18 "Registered Provider "

a registered provider of Affordable Housing registered as such by the Regulator

2.19 "Regulator"

means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) and any successor organisation

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 subject to clauses 6.7 and 6.8 it shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Low Cost Housing Provision**

4.1.1 At its own expense to commence all works of construction conversion and fitting out necessary to make the Low Cost Housing Units as approved by the Council suitable for Occupation as Low Cost Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect).

4.1.2 To ensure that the Low Cost Housing Units are constructed, used, Occupied and retained in perpetuity for no purpose other than for the provision of Low Cost Housing Units for Occupation by Low Cost Housing Tenants and in accordance with the Low Cost Housing Strategy.

4.1.3 Not to Occupy or permit Occupation of the Low Cost Housing Units by any persons other than Low Cost Housing Tenants at Low Cost Housing Rental Levels to be reviewed in accordance with the Low Cost Housing Strategy.

4.1.4 Subject always to clause 4.1.3 above in the event that the Council has not nominated a Low Cost Housing Tenant for Occupation of a Low Cost Housing Unit within a reasonable period (and in any event within 28 days of being notified that the Low Cost Housing Unit is available for Occupation by the Owner) the Owner shall be at

liberty to nominate Low Cost Housing Tenants eligible for Occupation of a Low Cost Housing Unit ALWAYS PROVIDED that:

- (i) the Council shall have not less than seven (7) working days to nominate a Low Cost Housing Tenant eligible for a Low Cost Housing Unit; and
- (ii) the Owner shall provide the Council with details in writing of persons nominated by the Owner as being eligible for the Low Cost Housing Units.

4.2 Low Cost Housing Strategy

- 4.2.1 On or prior to the Occupation Date to provide the Council for approval a draft Low Cost Housing Strategy.
- 4.2.2 Not to Occupy nor allow Occupation of the Development until such time as the Council has approved the Low Cost Housing Strategy as demonstrated by written notice to that effect.
- 4.2.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Low Cost Housing Strategy as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Low Cost Housing Strategy.

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 2011/5498/P the date upon which the Development is 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 upon reasonable notice and in the company of the Owner or its representative or any reasonable requests to provide documentation (with the exception of legally privileged information or any information which is confidential to the Owner) 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 £1,000.00 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. **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 2011/5498/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 Where the agreement approval consent or expression of satisfaction of the Council is required by the Owner under the terms of this Agreement such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 6.3 This Agreement shall be registered as a Local Land Charge.
- 6.4 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.
- 6.5 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 on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.6 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.
- 6.7 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 or part thereof but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.9 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.
- 6.10 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of 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.

7. MORTGAGEE EXEMPTION

7.1 Subject to the provisions of paragraph (a) – (c) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the Low Cost Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:

- a) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Low Cost Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose (“the Default Notice”).
- b) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice (“the Specified Period”) to seek to identify another Registered Provider to agree to take a transfer of the Low Cost Housing Units.
- c) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Low Cost Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Low Cost Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Low Cost Housing Units and shall cease to bind the Low Cost Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Low Cost Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by

the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.

7.2 For the purposes of Clause 7.1(a) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2011/5498/P for the Default Notice to be properly served:-

- (a) The Chief Executive;
- (b) The Director of Culture and Environment;
- (c) The Assistant Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and
- (e) The Head of Legal Services.

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

**EXECUTED AS A DEED BY
ONE HOUSING GROUP LIMITED
acting by**

.....
Authorised Signatory

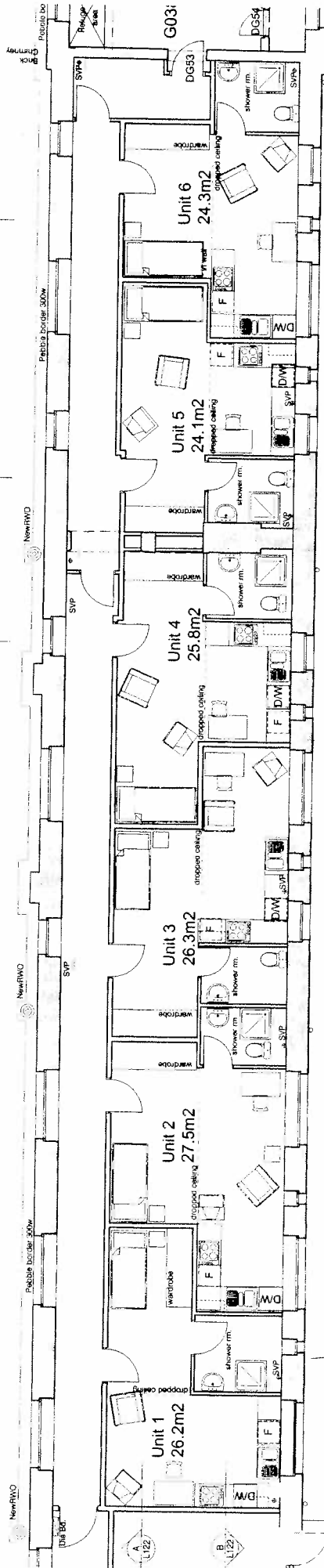
.....
Authorised Signatory

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

.....
Authorised Signatory



Continued on
Dwg L121



ARLINGTON Additional Units

date 15/06/11 sheet OHG
scale 1:50@A1
drawing PROPOSED PLAN 1.
drawing number 2847A_L120
P2

versions
P1 20/10/11 PLANNING APPLICATION ISSUE

standard notes
1. See the main drawing.
2. All dimensions are to centre line unless otherwise stated.
3. Where shown, all dimensions are to be maintained.
THIS IS NOT A CONSTRUCTION DRAWING. IT IS UNSTABLE FOR THE PURPOSE OF CONSTRUCTION AND MUST NOT BE USED AS SUCH.

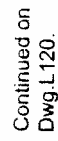
Levitt Bernstein
1 Kingsland Place
London E8 9AP
020 7731 7272
020 7731 7249
levitt@levittbernst.com
levittbernst.com

Levitt Bernstein

[Handwritten signature]

[Handwritten signature]





ARLINGTON
Additional Units

Levitt Bernstein
1 Kingwood Passage
London
SE8 5BN
t: 020 7778 7876
f: 020 7778 5345
or levitt@levitt-bernstein.co.uk
www.levitt-bernstein.co.uk

Levitt Bernstein

date	27/07/11	client	OHG
deadline	1:50@A1	drawing	PROPOSED PLAN 2
drawn	DR	drawing number	2847A_121
file location		rev	P3

REFERENCES

P1 27.07.11 F&W Study
P2 8.08.11 F&W panel reviewed interview
monitoring achieving alternative access
P3 25.10.11 PLANNING APPLICATION

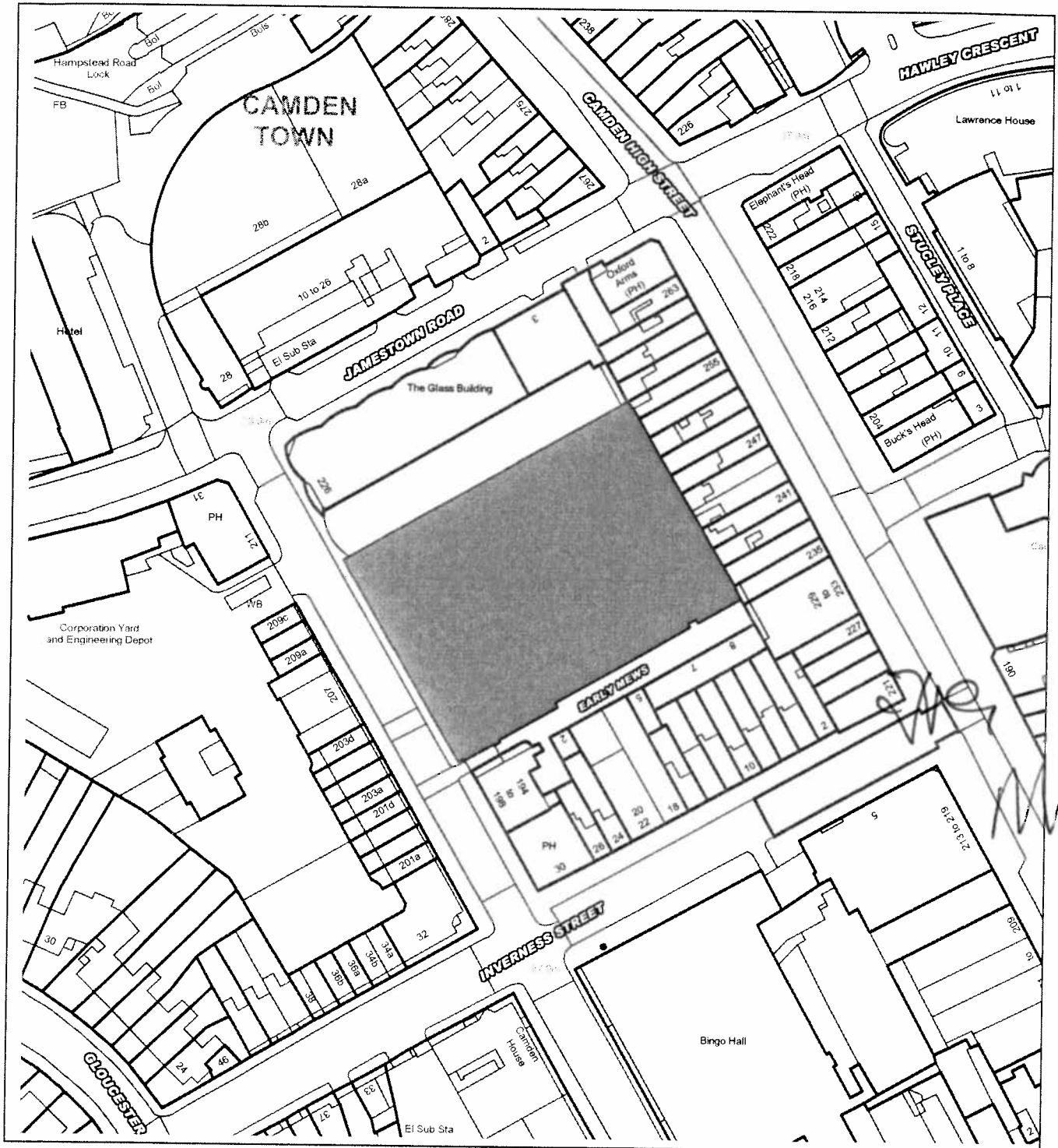
drawing notes
N.B. 1:20 SCALE A1 A3

Standard notes

1. Do not use this drawing.
2. An impression must be made on the drawing by the draughtsman, and the drawing must be signed and dated by the draughtsman.
3. The drawing must be made on a separate sheet of paper.
4. The drawing must be made on a separate sheet of paper.
5. The drawing must be made on a separate sheet of paper.

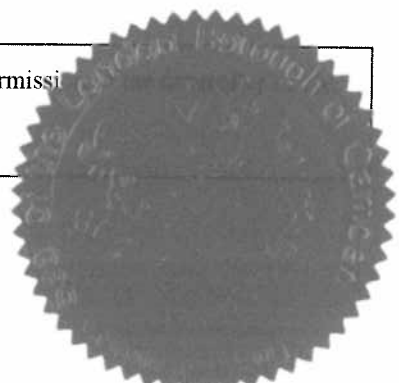
THIS IS NOT A CONSTRUCTION DRAWING. IT IS UNSUITABLE FOR THE PURPOSE OF CONSTRUCTION AND MUST ON NO ACCOUNT BE USED AS SUCH.

Arlington House, 220 Arlington Road, London
NW1 8EH 2011/5498/P



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Handwritten signature



Mr David Rimmer
1 Kingsland Passage
London
E8 2BB

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

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

Application Ref: **2011/5498/P**

19 December 2011

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:
Arlington House
220 Arlington Road
London
NW1 8EH

DECISION

Proposal:

Change of use of south wing at upper ground floor level from ancillary staff offices to 6 x low rent self-contained bedsits, change of existing offices in west wing at upper ground floor level to provide 3 x low cost self contained bedsits and alterations to existing corridor between north and south wing to provide ancillary office and storage facility in connection with existing mixed use building (Sui Generis).

Drawing Nos: site location plan; 2847A_L100 P3; L101 P1; L110 P2; L111 P2; L112 P2; L113 P1; L120 P2; L121 P3; L122 P1; L124 P1; L125 P1; L135 P1; Heritage Statement by Levitt Bernstein & Community Safety Action Plan.

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 [and DP25 if in CA] 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 site location plan; 2847A_L100 P3; L101 P1; L110 P2; L111 P2; L112 P2; L113 P1; L120 P2; L121 P3; L122 P1; L124 P1; L125 P1; L135 P1; Heritage Statement by Levitt Bernstein & community Safety Action Plan.

Reason:

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

- 4 The proposed 9 low cost units shall be constructed in accordance with the sustainability plan as previously approved in the original scheme (applic ref: 2007/3283/P).

Reason: To ensure a sustainable and resource efficient development in accordance with the requirements of policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies..

Informative(s):

- 1 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.
- 2 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 2363).

- 3 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.

- 4 Reasons for granting permission. [Delegated]

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5 - Managing the impact of growth and development CS6 - Providing quality homes CS10 - Supporting community facilities and services CS11 - Promoting sustainable and efficient travel CS16 - Improving Camden's health and well-being CS17 - Making Camden a safer place and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP6 Lifetime homes and wheelchair housing DP8 - Accommodation for homeless people and vulnerable people DP17 - Walking, cycling and public transport 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. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ

Yours faithfully

Culture and Environment Directorate

DATED

19 October

2012

(1) ONE HOUSING GROUP LIMITED

and

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

A G R E E M E N T

relating to land known as

**Arlington House, 220 Arlington Road, London NW1 8EH
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

Andrew Maughan
Head of Legal Services
London Borough of Camden
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London WC1H 9LP

Tel: 020 7974 5826
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