

DATED

30 OCTOBER

2012

(1) PRUDENTIAL PENSIONS LIMITED

and

(2) DESA INTERNATIONAL (UK) LIMITED

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

First Floor
65 Hampstead High Street
London
NW3 1QP

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


Andrew Maughan
Head of Law and Governance
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5647
Fax: 020 7974 1920

CLS/PK/1685.1515_FINAL (CF)

THIS AGREEMENT is made the 30th day of October 2012

B E T W E E N:

1. **PRUDENTIAL PENSIONS LIMITED** (registered under company number 00992726) whose registered office is at Laurence Poutney Hill, London, EC4R 0HH (hereinafter known as "the Headlessee" of the first part) 
2. **DESA INTERNATIONAL (UK) LIMITED** (registered under company number 06996960) whose registered office is at Flat 1, 14 Crawford Street, London, W1H 1BP (hereinafter called "the Sub-lessee") 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 Council is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL851649
- 1.2 The Headlessee is registered at the Land Registry as the proprietor of a leasehold interest of 999 years with Title absolute of the Property under Title Number NGL627477
- 1.3 The Sub-lessee is registered at the Land Registry as the proprietor of a leasehold interest with Title absolute of the Property under Title Number NGL707624
- 1.4 The Headlessee and the Sub-lessee are leasehold owners of and are interested in the Property for the purposes of Section 106 of the Act and the Headlessee and the Sub-lessee shall hereinafter be collectively known as the Owner.
- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 20th February 2012 and the Council resolved to grant

permission conditionally under reference number 2011/6304/P subject to the conclusion of this legal Agreement.

1.6 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.

1.7 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" | retention of change of use of the first floor from storage space associated with the ground floor retail unit (Class A1) to a self contained one bedroom flat (Class C3) as shown on drawing numbers Site Location Plan; 105/E01B; 105/PO1A |
| 2.4 | "the Implementation Date" | the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly |

- 2.5 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.6 "the Parties" the Council and the Owner
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 20th February 2012 for which a resolution to grant permission has been passed conditionally under reference number 2011/6304/P subject to conclusion of this Agreement
- 2.8 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.9 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.10 "the Property" the land known as First Floor, 65 Hampstead High Street, London, NW3 1QP the same as shown shaded grey on the plan annexed hereto
- 2.11 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

- 2.12 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

- 4.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident 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 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.
- 4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.
- 4.3 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 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 2011/6304/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 2011/6304/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development 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. **JOINT AND SEVERAL LIABILITY**

- 7.1 All Covenants made by the Headlessee and the Sublessee (the Owner) in this Agreement are made jointly and severally and shall be enforceable as such.

8. **INDEMNITY**


- 8.1 The Sublessee hereby covenants with the Headlessee to observe and perform the obligations on the part of the Owner herein contained and to indemnify the Headlessee and their successors in title and estates from and against all costs claims charges expenses demands and liabilities howsoever incurred by the Headlessee arising out of this Agreement for breach non-observance or non-performance of the provisions herein.

9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY AFFIXING THE COMMON SEAL OF
PRUDENTIAL PROPERTY INVESTMENT MANAGERS LIMITED ACTING
AS ATTORNEY FOR PRUDENTIAL PENSIONS LIMITED
IN THE PRESENCE OF:


SIGNATURE

Russell Carter
NAME OF SEALING OFFICER



DULY APPOINTED AUTHORISED SEALING OFFICER OF PRUDENTIAL
PROPERTY INVESTMENT MANAGERS LIMITED

Director/Secretary Name (CAPITALS))

.....

Director/Secretary Signature:)

.....

EXECUTED AS A DEED BY)
DESA INTERNATIONAL (UK) LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

.....

Director Signature:)

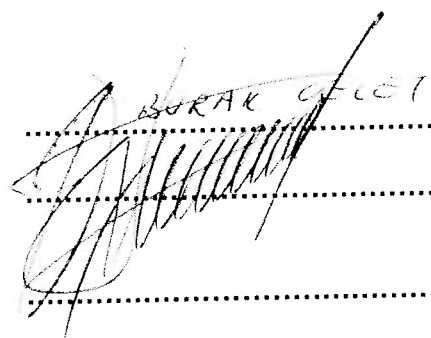
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Director/Secretary Name (CAPITALS))

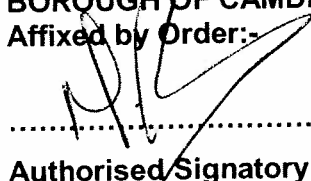
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Director/Secretary Signature:)

.....


BURAK CELIK

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


.....
Authorised Signatory



First Floor, 65 Hampstead High Street, London, NW3 1QP



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DESA UK Ltd
Mr Saniye Bayat
Flat 1
14 Crawford Steet
LONDON
W1H 1BP

Application Ref: **2011/6304/P**

18 September 2012

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - **NOT A FORMAL DECISION**
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
First Floor
65 Hampstead High Street
London
NW3 1QP

Proposal:
Retention of change of use of the ground floor retail unit (Class A1) to a self contained one bedroom flat (Class C3).
DECISION
Drawing Nos: Site Location Plan; 105/E01B; 105/PO1A;

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 Within 4 months from the date of this approval sound-proofing measures to meet with the requirements of current Building Regulations shall have been fully implemented between the flat hereby approved and the residential premises above and written details to confirm the precise nature of such measures as have been undertaken shall have been submitted to the Local Planning Authority for its information. The use shall thereafter only continue as long as the measures as detailed remain in place.

Reason: To safeguard the amenities of the adjoining premises in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 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 in connection with 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).

- 2 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), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS7 (Promoting Camden's centres and shops) and CS8 (Promoting small businesses and independent shops) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policy DP26 (Managing the impact of development on housing), DP6 (Enabling homes and wheelchair homes), DP10 (Helping and promoting small and independent shops), DP12 (Supporting strong centres and managing the impact of food, drink, entertainment and other town centre uses), DP17 (Walking, cycling and public transport), DP18 (Parking standards and limiting the availability of car parking), and 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.

- 3 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 4 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

- 5 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

DATED

30 OCTOBER

2012

(1) PRUDENTIAL PENSIONS LIMITED

and

(2) DESA INTERNATIONAL (UK) LIMITED

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

**First Floor
65 Hampstead High Street
London
NW3 1QP**

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

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Head of Law and Governance
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