

D.P

DATED

22<sup>nd</sup> NOVEMBER

2000

(1) LANCSVILLE CONSTRUCTION LIMITED

-and-

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

---

**AGREEMENT**

Relating to land known as  
15 THEOBALDS ROAD, LONDON WC1X 8SL  
pursuant to Section  
106 of the Town and Country  
Planning Act 1990 (as amended)

---

Alison Lowton  
Acting Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Ref: CLS/ENV/PXS/C10028858

Tel: 020 7974 1918

Fax: 020 7974 2713

*S:/plan/pxs/S106/theobald*

THIS AGREEMENT is made the 22<sup>nd</sup> day of NOVEMBER 2000

**BETWEEN:**

- (1) **LANCSVILLE CONSTRUCTION LIMITED** (Co. Regn. No. 2640489) whose registered office is situated at 103/105 Greenford Road, Sudbury, Harrow, Middlesex, HA1 3QF (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

**WHEREAS**

- 1.1. The Owner is registered at HM Land Registry with Title Absolute under Title Number NGL714390 in respect of the Property as the Freehold proprietor of the Property
- 1.2. The Owner is interested in the Property for the purposes of Section 106(9) of the Act
- 1.3. The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated.
- 1.4. A Planning Application was submitted to the Council on 3rd April 2000 and the Council granted permission conditionally on the 11th May 2000 under reference number PS9904727/R2 subject to the conclusion of this Agreement.
- 1.5. The Units forming part of the Development have been designated as car free with there being no parking provision on site and no entitlement on behalf of the Residents occupying the Units to purchase a Residential Parking Permit which would allow Residents to park in a Residential Parking Bay or to use Council controlled parking spaces in the locality of the Development (save for Metered Parking)
- 1.6. The Council consider 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 and have agreed that the Development be subject to a car free agreement whereby all future Residents to occupy the Units forming part of the Development will not be entitled to a Residents Parking Permit

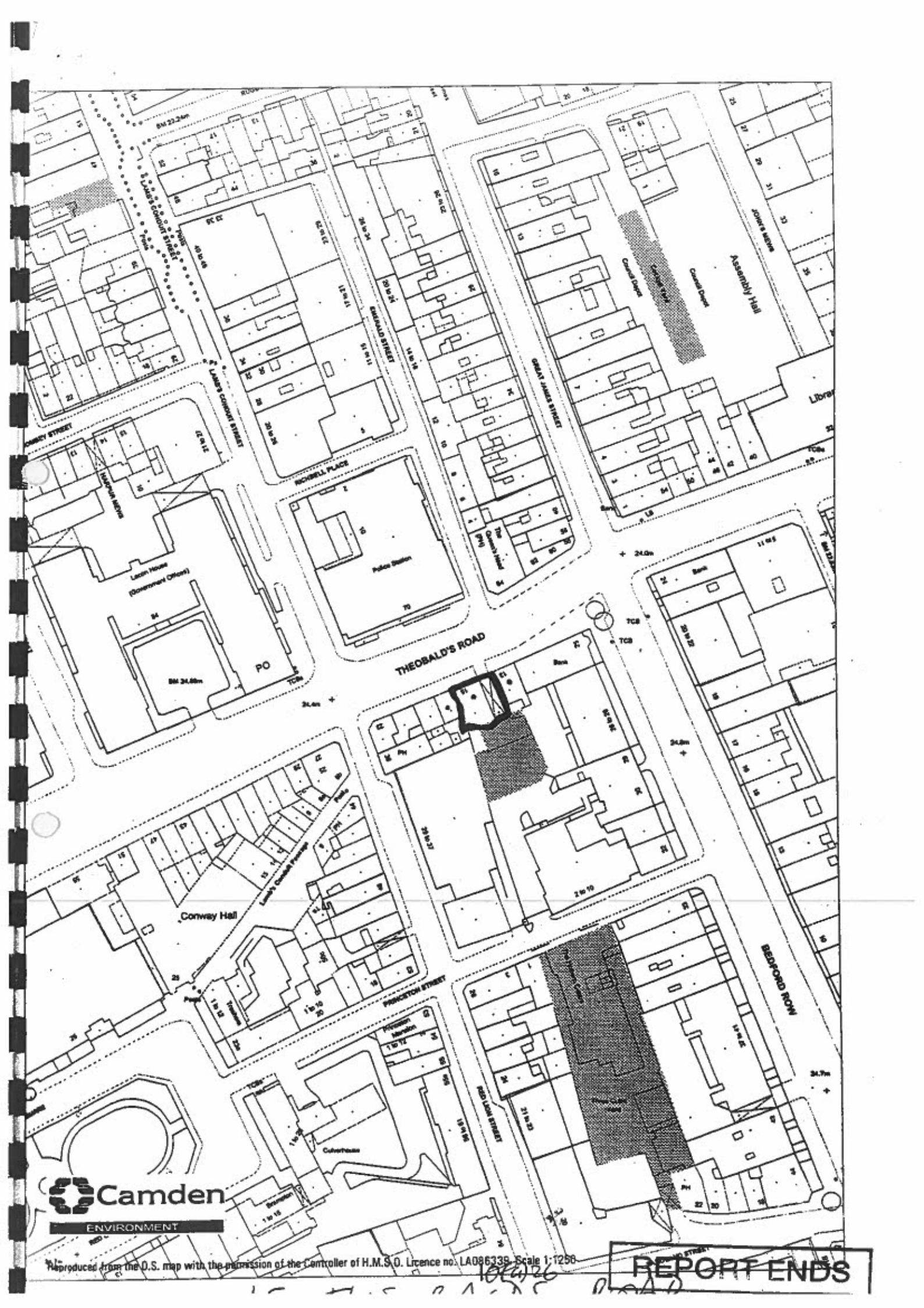
1.8 The Council has resolved to grant the Planning Permission pursuant to the Application subject to the conditions set out in the Planning Permission of even date herewith and subject to the covenants undertakings and restrictions herein contained.

1.9. Save for the provisions of Clauses 14.1, 14.2 and 15 of this Agreement which shall come into effect on the date hereof the Parties hereto intend that this Agreement shall come into effect upon the Implementation Date.

## 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 by the Planning and Compensation Act 1991)  |
| 2.2. | "the Agreement"           | this Planning Obligation made pursuant to Section 106 of the Act   |
| 2.3. | "the Application"         | the planning application in respect of the Property which was submitted on 3 <sup>rd</sup> April 2000 on behalf of the Owner by OSEL Architecture Ltd of 28 Oldbury Place, London W1M 3AP given reference number PS9904727/R2. |
| 2.4. | "the Development"         | The conversion of the first, second and third floors to provide 2x3 bed flats, 2x2 bed flats and 2x1 bed flats, as shown by drawing numbers: 9975/S01, S02, S03A, S04A, S05A, P101, P102B, P103B, P104A and P105A              |
| 2.5. | "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  |
| 2.6. | "the Planning Permission" | the planning permission granted by the Council for the Development pursuant to the Application substantially in the draft form annexed hereto;   |
| 2.7. | "the Property"            | land at 15 Theobalds Road, London WC1X 8SL which for the purposes of   |



Alfred Day



identification only is shown edged red on the Plan annexed hereto

- 2.8. "the Parties" means the Mayor and Burgesses of the London Borough of Camden (the Council), and LANCSVILLE CONSTRUCTION LIMITED (the Owner) respectively and (unless the context otherwise states) their respective successors in title
- 2.9. the 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 and all notices, correspondence, approvals etc must be sent to the Planning Obligations Monitoring officer in line with clause 13 hereof
- 2.10. "the Units" 2 x three bed flats, 2 x two bed flats and 2 x one bed flats
- 2.11. "Resident Parking Bay" A parking place designated in an Order under section 45(2) of the Road Traffic Regulations Act 1984 for the use of designated residents in the locality
- 2.12. "Resident Parking Permit" A parking permit issued by the Council under section 45(2) of the Road Traffic Regulations Act 1984 to park in a Permitted Residents Parking Bay
- 2.13. "Metered Parking Spaces" Parking Places provided by virtue of an order made pursuant to section 35(1) (iii) of the Road Traffic Regulations Act 1984 (as amended and brought into force by the Parking Act 1989 Section (1) and the Parking Act 1989 (S.I. 1990 No 933 (c.28)
- 2.14. "Disabled Persons Badge" A badge in the form prescribed by Regulation 4 of the Disabled persons (Badges for Motor Vehicles) Regulations 1982 No 1740) as substituted by the Disabled Persons (Badges for Motor Vehicles) (Amendment) Regulations 1991 (S.I. 1991 No. 27708) issued by a Council

for the display on a motor vehicle driven by a disabled person or used for the carriage of disabled persons.

2.15. "Residents"

to mean all future residents occupying the Development which may be used either for class B1(a) or class C3 under the Town & Country Planning Use Classes Order 1987 (and for the avoidance of doubt means any form of occupier to include both residential and business occupiers)

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

3. This Agreement is entered into pursuant to Section 106 of the Act, and constitutes a planning obligation for the purposes of the said Section 106 as aforesaid, and shall be enforceable by the Council against the Owner and against any person deriving title to the Property from the Owner
4. It is hereby agreed between the Parties that save for the covenants undertakings and the provisions of clauses 14.1, 14.2 and 15 below 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
5. The Council hereby agrees to grant the Planning Permission on the date hereof
6. Where in this Agreement reference is made to a clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule plan or recital of or (in the case of a plan) attached to this Agreement
7. References in this Agreement to the Owner shall include reference to its successors in title to and persons claiming through or under them.
8. Reference in this Agreement to the Council shall include its successors as local planning authority and (in the case of terms relevant to or consequent upon land owned by the Council) the Council's successors in title and those claiming through or under it.
9. **LAPSE OF AGREEMENT**

This Agreement shall cease to have effect if the Planning Permission is quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure or expires before the Implementation Date.

**10. THE OWNER'S OBLIGATIONS**

In consideration of the grant of the Planning Permission by the Council the Owner hereby covenants with the Council as follows:-

**10.1. NON ENTITLEMENT TO PARK**

that prior to any resident occupying the Development to procure that in any transfer licence lease or tenancy agreement with the Owner (or its successors in title) in respect of any Units comprising part of the Development every new resident shall be informed that it is Council policy they shall not be entitled (unless they are or become entitled to be a holder of a Disabled Persons Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended) subject at all times of the Council's right to require proof of such entitlement) to be granted a Residents Parking Permit to park a motor car in a Residents Parking Bay or to buy a contract to park in any car park space owned controlled or licensed by the Council within the locality of the Development (save for a Metered Parking Space)

**10.2 NOTICE TO COMMENCE DEVELOPMENT**

To notify the Planning Obligations Officer (in the manner prescribed by clause 13 hereof) that the Implementation Date has taken place or is about to take place.

**10.3 OCCUPATION**

Not to occupy or use any part of the Development until such time as the obligation in clause 10.4 below has been satisfied

**10.4 NOTICE OF READINESS**

To certify in writing to the Planning Obligations Monitoring Officer (in the manner prescribed by Clause 13 hereof) the date upon which the Units forming part of the Development are ready for occupation

---

**10.5. PERFORMANCE OF OBLIGATIONS**

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 all 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 expense of the Owner) for the purposes of monitoring compliance with the obligations contained herein

**11. IT IS HEREBY AGREED AND DECLARED by the parties hereto that:-**



#### **11.1. INDEMNIFICATION**

The Owner shall indemnify the Council for any reasonable and proper expenses or liability arising to the Council in respect of material breach by the Owner of any of its obligations contained herein.

11.2. Such Indemnity shall not apply to any action cost claim demand liability charge or expense whatsoever arising or which may arise out of or to be incidental to any negligent act or default of commission or otherwise on the part of the Council its employees or agents.

11.3. The Council shall notify the Owner forthwith upon receipt of any such claim demand cost or liability.

11.4. The Council shall not accept or settle any such claim without the prior approval of the Owner as to the validity of such claim and the terms and quantum of any such settlement.

#### **12. NON FETTER OF STATUTORY DISCRETION**

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, power, 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 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.

#### **13. SERVICE OF NOTICE**

The provisions of Section 196 of the Law Property Act 1925 (as amended) shall apply to any notice or approval 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 Monitoring Officer, Sites and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 8EQ quoting planning references PS9904727/R2 and in the case of notice or approval to the Owner shall be addressed to their respective registered offices for the time being.

#### **14. REGISTRATION OF THE AGREEMENT**

14.1. This Agreement shall be registered as a Local Land Charge



**Development Control  
Planning Services**  
London Borough of Camden  
Town Hall  
Argyle Street  
London WC1H 8ND  
Tel 020 7278 4444  
Fax 020 7974 1975

OSEL Architecture Ltd  
(Fao W.T Monan)  
28 Oldbury Place  
London  
W1M 3AP

Application No: PS9904727/R2  
Case File:N15/17/E

Dear Sir(s)/Madam

**DRAFT**

**DECISION**

Town and Country Planning Act 1990  
Town and Country Planning (General Development Procedure)  
Order 1995  
Town and Country Planning (Applications) Regulations 1988

PERMISSION FOR DEVELOPMENT - Subject to Conditions

Address :  
15 THEOBALDS ROAD, WC1

Date of Application : 03/04/2000

Proposal :

The conversion of the first, second and third floors to provide 2 x 3 bed flats, 2 x 2 bed flats and 2 x 1 bed flats,  
as shown by drawing numbers: 9975/S101, S102, S103A, S104A, S105A, P101, P102B, P103B, P104A & P105A.

The Council has considered your application and decided to grant permission subject to the following conditions:

Standard condition:

The development hereby permitted must be begun not later than the expiration of five years from the date of this permission.

Standard Reason:

In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990.



**Development Control  
Planning Services**  
London Borough of Camden  
Town Hall  
Argyle Street  
London WC1H 8ND  
Tel 020 7278 4444  
Fax 020 7974 1975

**Additional conditions:**

- 1 No pipes or plumbing, other than rainwater pipes, shall be fixed on the external face of the building.

**Reasons for additional conditions:**

- 1 In order that the appearance of the building and the Conservation Area are not harmed.

**DRAFT**

This application was dealt with by Habib Neshat on 020 7974 2627.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully



Environment Department

(Duly authorised by the Council to sign this document)

DecfplanWC/TPFU



**DRAFT**

**STATEMENT OF APPLICANTS RIGHT OF APPEAL FOLLOWING REFUSAL OF  
PLANNING PERMISSION OR GRANT OF PERMISSION SUBJECT TO CONDITIONS,  
AND OTHER INFORMATION**

**1. Appeals to the Secretary of State**

If you are unhappy about the Council's decision to refuse planning permission or to grant permission subject to conditions, you may appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.

You must appeal within 6 months of the date of the decision notice using a form which is only available from The Planning Inspectorate at Tollgate House, Houlton Street, Bristol BS2 9DJ.

The Secretary of State can allow a longer period for giving notice of an appeal, but will not usually use this power unless there are special circumstances which excuse any delay in giving notice of appeal.

**2. Purchase Notices**

If either the local planning authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been, or would be, permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

**3. Compensation**

In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. These circumstances are set out in Section 108 and related provisions of the Town and Country Planning Act 1990.

**4. Further Information**

This permission is given subject to the time limit conditions imposed by the Town and Country Planning Act 1990 and general statutory provisions in force in the area and nothing herein shall be regarded as dispensing with such compliance or be deemed to be a consent by the Council thereunder.

Your attention is drawn to the London Building Acts 1930-39 (as amended), and the Building Regulations 1985 which must be complied with to the satisfaction of the Council's Streets Management -

**DRAFT**

Building Control Section, 6th Floor, Camden Town Hall, Argyle Street, London WC1H 8EQ (tel: 0171 278 4444).

---

I would also remind you that the Council's permission does not modify or affect any personal or restrictive covenants, easements, etc. applying to, or affecting, either this land or the rights of any persons (including the London Borough of Camden) entitled to the benefit thereof or holding an interest in the property concerned in this development or in any adjoining property.

Applicants are advised to consult Streets Management Engineering Group, 4th Floor, Camden Town Hall, Argyle Street, London WC1H 8EQ, regarding any works proposed to above, or under any carriageway, footway or forecourt.

**A PLANNING PERMISSION DOES NOT CONSTITUTE A LISTED BUILDING CONSENT OR A CONSERVATION AREA CONSENT**

14.2. The Owner hereby covenants with the Council that the Owner will within 28 days from the date hereof lodge its Land or Charge Certificate in relation to the Property with HM Land Registry and the Owner shall apply to the Chief Land registrar to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the Title to the Property.

15. **FEES**

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 to the Agreement.

16. **CONSENTS**

Where any confirmation agreement consent permission or other approval is to be given by any party or person under this Agreement the same shall only be valid if given in writing and shall not be unreasonably withheld or delayed and shall have specific regard to need for Parties to discharge their respective obligations within the relevant timescales.

**IN WITNESS** whereof the parties hereof have caused their respective Common Seals to be affixed and have caused this Agreement to be executed as a Deed the day and year first above written

THE COMMON SEAL OF THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF CAMDEN

was hereunto affixed  
in the presence of:-

)  
)  
)  
)  
)

.....  
Authorised Signatory



DATED 22<sup>ND</sup> NOVEMBER 2000

**(1) LANCSVILLE CONSTRUCTION LIMITED**

**-and-**

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

**AGREEMENT**

**Relating to land known as  
15 Theobalds Road, London NW5  
pursuant to Section  
106 of the Town and Country  
Planning Act 1990 (as amended)**

Alison Lowton  
Acting Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

---

Ref: CLS/ENV/PXS/C10028858  
Tel: 020 7974 1918  
Fax: 020 7974 2713

*S:/plan/pss/S106/theobalds*