

DATED 20<sup>th</sup> November

2006

**(1) HOLBORN LINKS LIMITED**

**and**

**(2) THE ROYAL BANK OF SCOTLAND PLC**

**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**  
**130-132 HIGH HOLBORN**  
**HOLBORN LONDON WC1V 6PS**  
**pursuant to Section 106 of the Town and Country Planning**  
**Act 1990 (as amended)**

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

S:plan/lmm/s106 Agreements/High Holborn 130-132 (AH, CF)  
REF: CLS/COM/LMM/1431.342

**THIS AGREEMENT** is made the 20<sup>th</sup> day of November 2006

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

1. **HOLBORN LINKS LIMITED** (Co. Regn. No. 600416) whose registered office is at New Burlington House 1075 Finchley Road London NW11 0PU (hereinafter called "the Owner") of the first part
2. **THE ROYAL BANK OF SCOTLAND PLC** (Scot. Co. Regn. No. 90312) of Waterhouse Square 138-142 Holborn London EC1N 2TH (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

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL778587 subject to a charge to the Mortgagee.
- 1.2 The Owner is the 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 6 May 2005 and the Council resolved to grant permission conditionally under reference number 2005/1073/P subject to conclusion of this legal Agreement.
- 1.4 The Council 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.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.7 The Mortgagee as mortgagee under a legal charge contained in a Debenture registered under Title Number NGL778587 and dated 14 October 1999 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 "Affordable Housing" low cost housing provided by a Registered Social Landlord or the Council available for rent to people nominated by the Council through its relevant housing allocation scheme who cannot afford to occupy homes available in the open market;

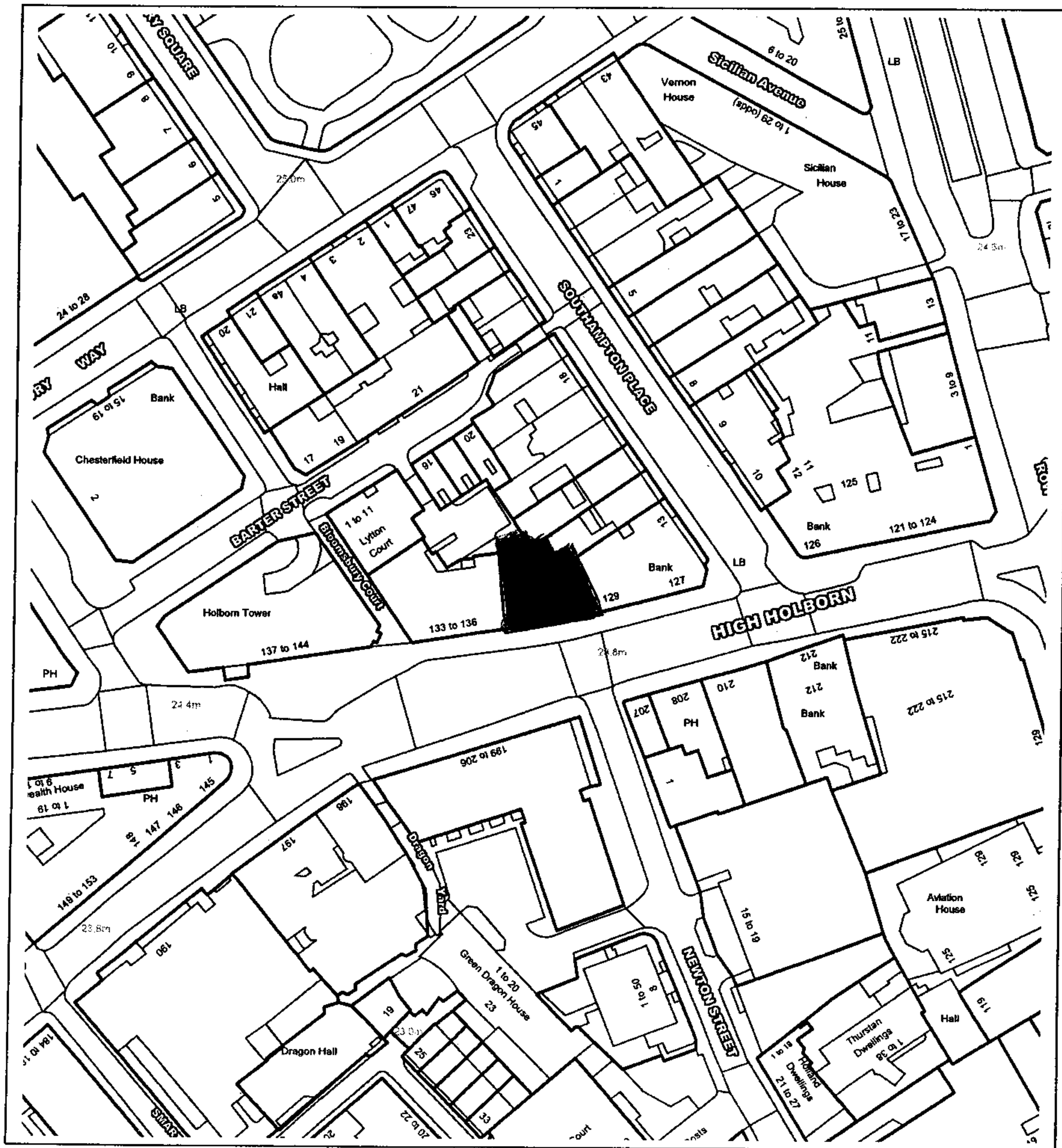
2.3 "Affordable Housing Units" the six residential units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing

2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

2.5 "the Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 6 May 2005 for which a resolution to grant permission has been passed conditionally under reference number

# PLAN 1

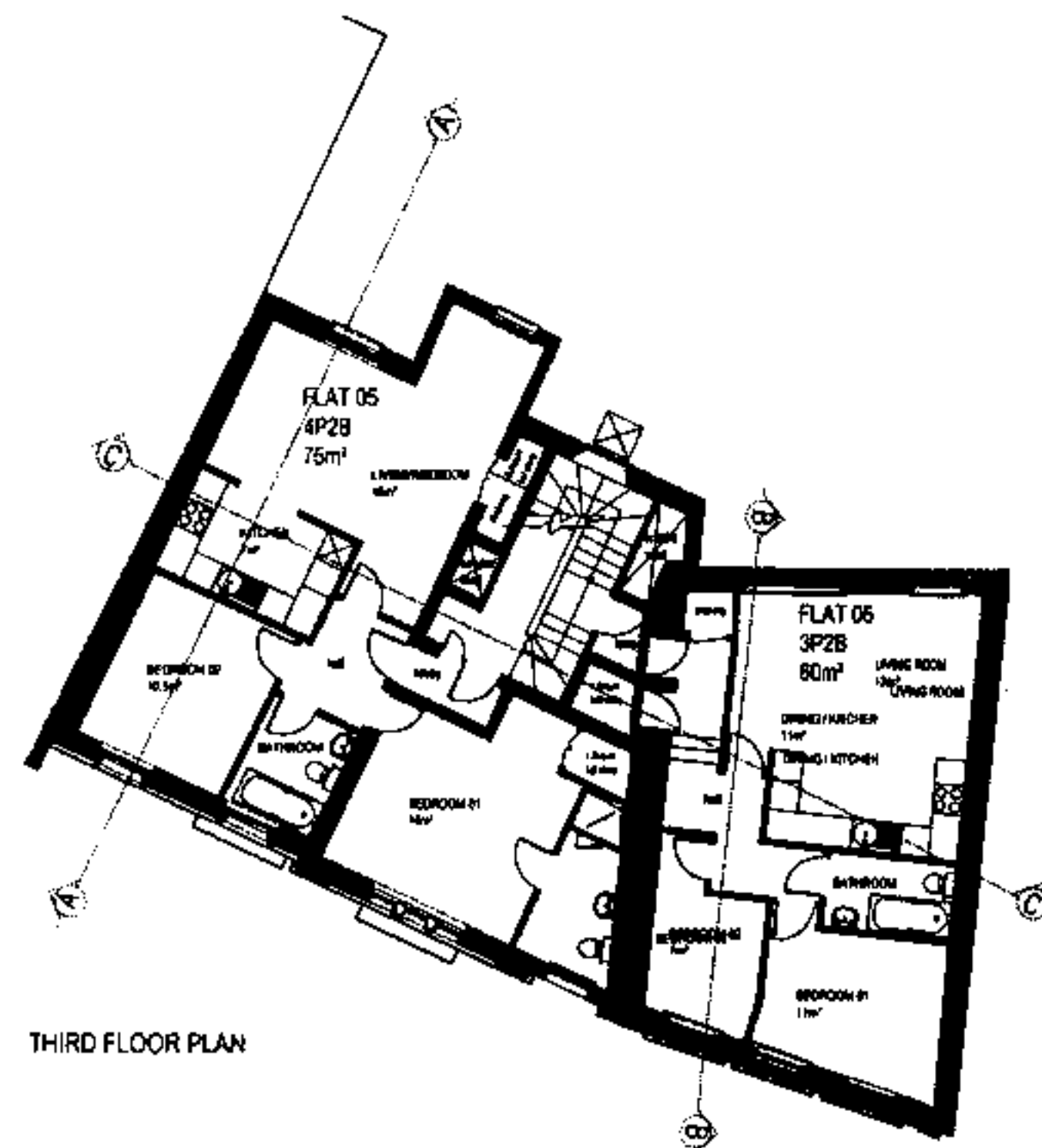
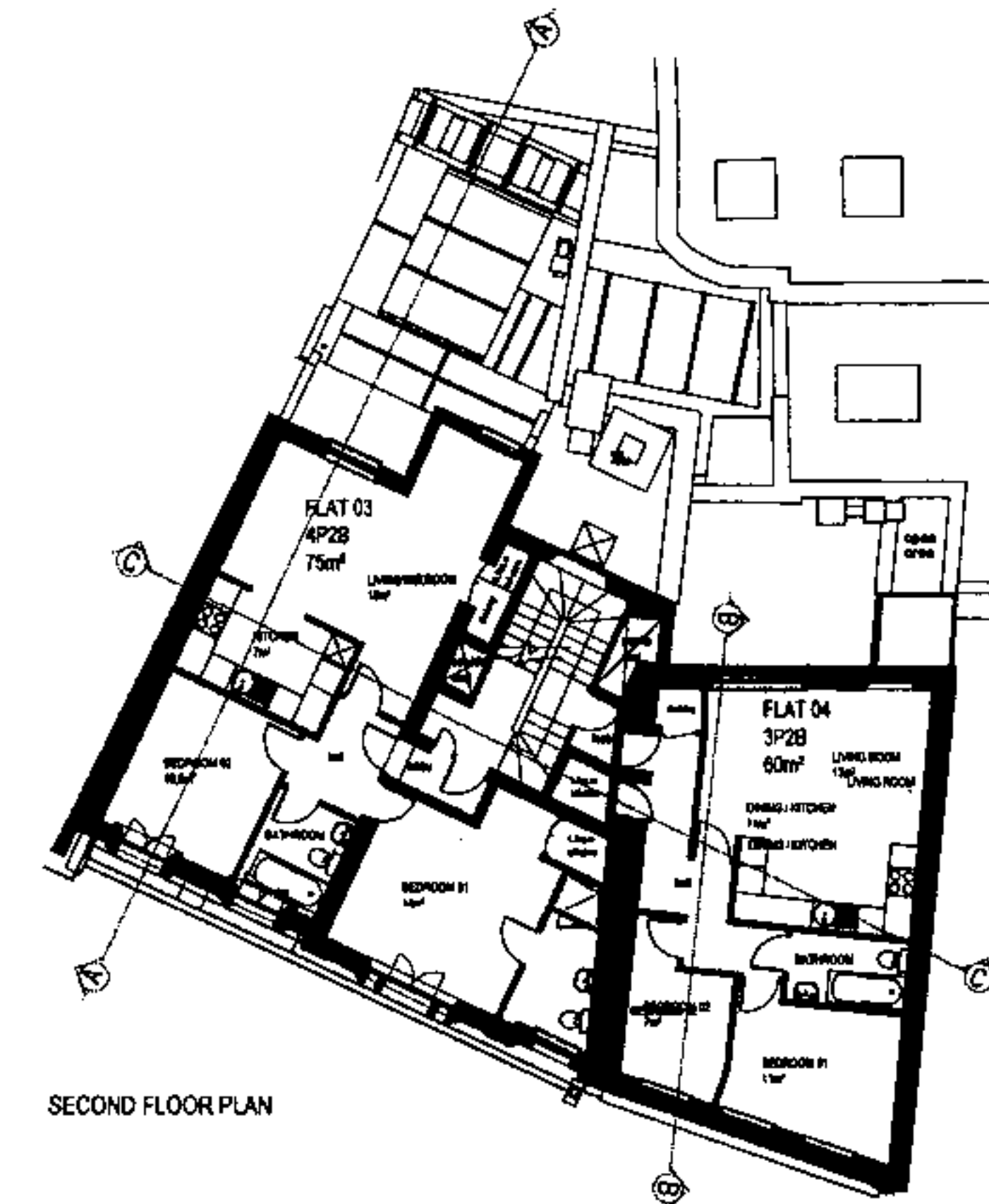
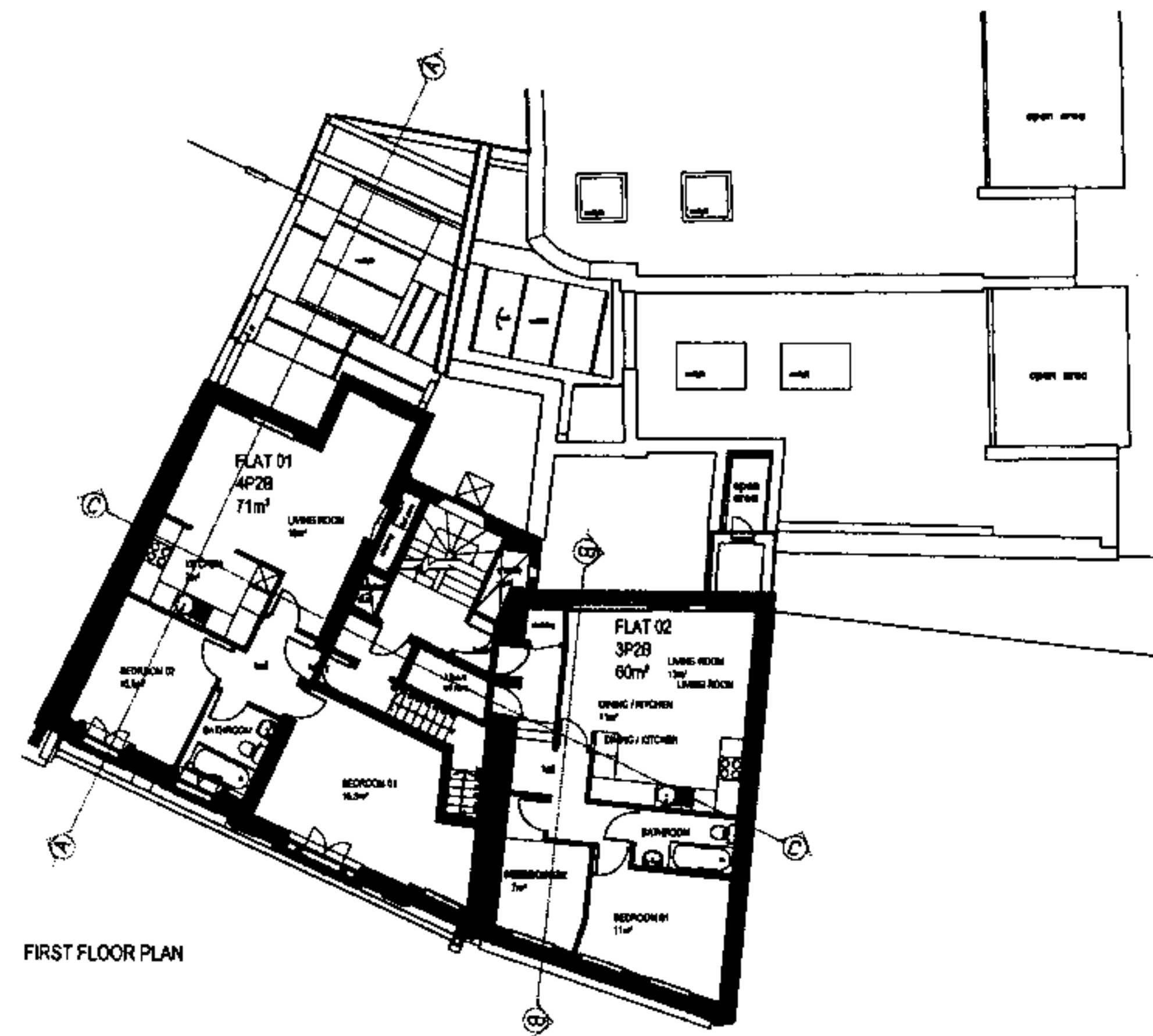
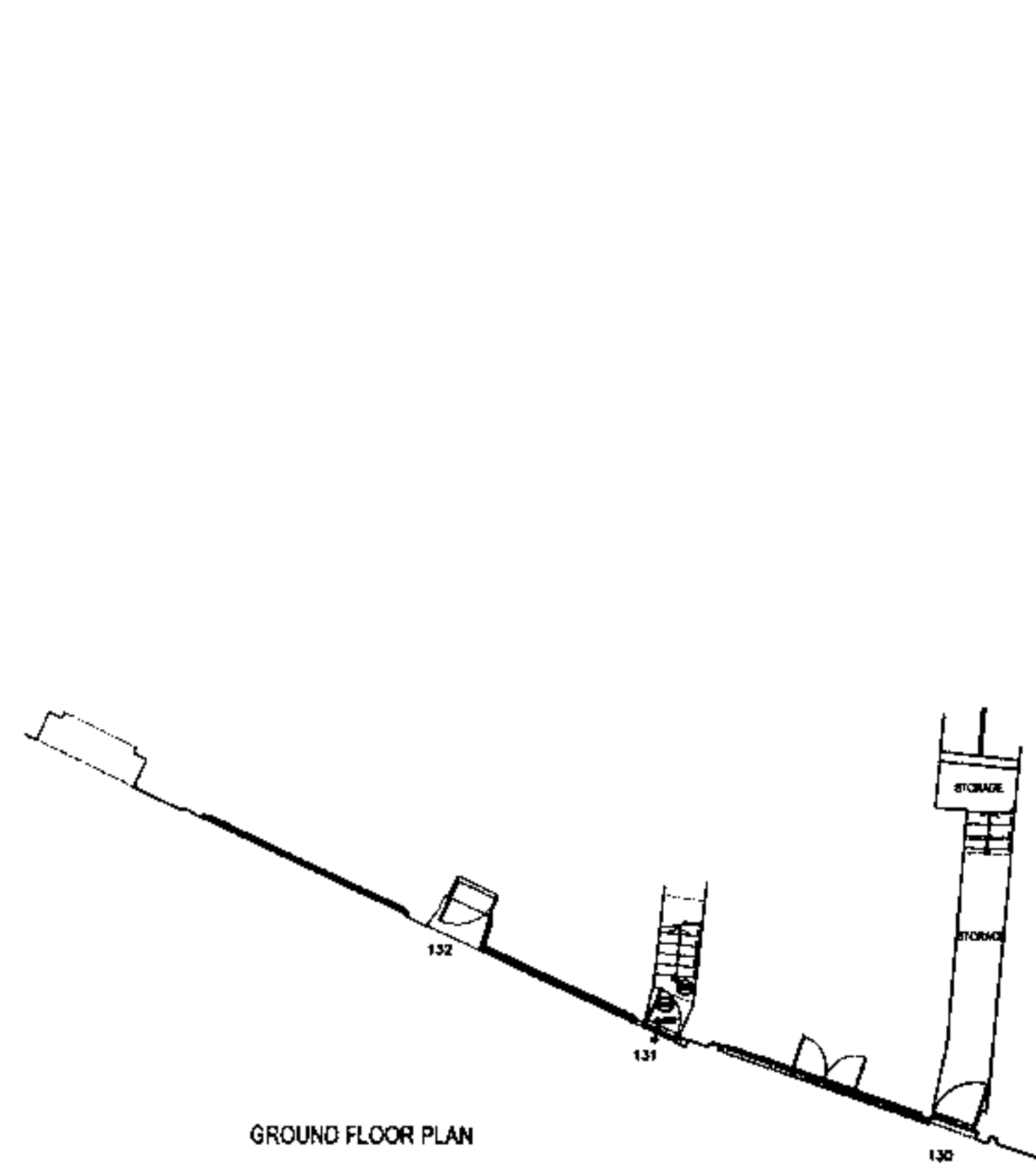
130-132 High Holborn, London WC1V 6PS  
2005/1073/P



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# PLAN 2 130 - 132 High Holborn; Nominated Units



## GROSS EXTERNAL AREA

130 HIGH HOLBORN

FIRST FLOOR

67m²

SECOND FLOOR

67m²

THIRD FLOOR

67m²

TOTAL AREA 201m²

ALL AREAS ARE APPROXIMATE

131 & 132 HIGH HOLBORN

FIRST FLOOR

113m²

SECOND FLOOR

113m²

THIRD FLOOR

113m²

TOTAL AREA 339m²

ALL AREAS ARE APPROXIMATE

## GROSS INTERNAL AREA

130 HIGH HOLBORN

FIRST FLOOR

80m²

SECOND FLOOR

80m²

THIRD FLOOR

80m²

TOTAL AREA 240sq.m

ALL AREAS ARE APPROXIMATE

131 & 132 HIGH HOLBORN

FIRST FLOOR

71m²

SECOND FLOOR

75m²

THIRD FLOOR

75m²

TOTAL AREA 221sq.m

ALL AREAS ARE APPROXIMATE

2005/1073/P subject to conclusion of this Agreement

- 2.6 "the Development" the change of use from office (Class B1) and 2 self contained flats (Class C3) to 6 self contained 2-bed flats (Class C3) at first, second and third floor levels and a rear extension at third floor level of no. 131-132 High Holborn as shown on drawing numbers: Site Location Plan ME 1 and ME 2, 2728/D/02/C, 2728/D/03, 2728/D/04/A and 2728/D/25
- 2.7 "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
- 2.8 "the Nominated Units" the four residential units forming part of the Development as shown edged in red on the drawings marked Plan 2
- 2.9 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.10 "the Parties" mean the Mayor and Burgesses of the London Borough of Camden the Owner and the Mortgagee
- 2.11 "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

- 2.12 "Plan 1" the plan marked "Plan 1" annexed hereto
- 2.13 "Plan 2" the plan marked "Plan 2" annexed hereto
- 2.14 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.15 "the Property" the land known as 130-132 High Holborn Holborn London WC1V 6PS the same as shown edged in red on Plan 1
- 2.16 "Registered Social Landlord" a registered social landlord registered as such by the Housing Corporation who has entered into an agreement with the Council to secure at least fifty per cent of the units of Affordable Housing created as part of the Development as accommodation for people nominated by the Council through its relevant housing allocation scheme
- 2.17 "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
- 2.18 "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 or 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 or requires 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 4.2 for all relevant purposes but for the avoidance of doubt this does not preclude the parties entering into a Deed of Variation in respect of this matter.



#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### **4.1 AFFORDABLE HOUSING**

- 4.1.1 At its own expense to commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable 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) in accordance with the specification approved by a Registered Social Landlord.
- 4.1.2 To ensure that the Affordable Housing Units are used, occupied and retained for no purpose other than for the provision of Affordable Housing for occupation by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure.
- 4.1.3 Not to occupy or allow occupation of any part of the Development until such time as:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Social Landlord approved by the Council;
  - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.1 hereof.
- 4.1.4 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria contained in the housing policies utilised for development control purposes in the prevailing Council's Unitary Development Plan or Local Development Framework for the time being.

- 4.1.5 Subject always to clause 6.11 the Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation or the Council.

#### **4.2 CAR FREE HOUSING**

- 4.2.1 The Owner hereby covenants with the Council to ensure that prior to occupying 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.

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

- 5.1 Within 7 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 2005/1073/P the date upon which the residential units forming the Development are ready for occupation.
- 5.2 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.
- 5.3 The Owner and the Council shall act in good faith and shall co-operate with each other 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.
- 5.5 No approval sought from the Council in respect of this Agreement shall be unreasonably withheld or delayed.
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 Monitoring Officer, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2005/1073/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 by the Council 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 respective Freehold and Leasehold Titles 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.

- 6.5 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 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.
- 6.9 Nothing in this Agreement shall be construed as affecting prohibiting or limiting any rights to develop any part of the land in accordance with any other planning permission granted whether before or after the date of this Agreement by the Council or the First Secretary of State or any other competent authority.
- 6.10 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in sub-clause 4.1 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units ("the Registered Proprietor")



(ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Proprietor 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 mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units or any such receiver or administrative receiver shall serve written notice ("the Default Notice") upon the Council.
- ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Housing Units
- iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units within the six calendar month period specified above ("the Specified Period") on the terms specified above then should the Mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units 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 mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clause 4.1 hereof.



- 6.11 Any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Sub Clause 4.1 hereof.
- 6.12 Where a right to buy as referred to in clause 6.11 has been exercised the Registered Social Landlord shall apply all the monies received upon such a sale exclusively for the provision of Affordable Housing within the London Borough of Camden (and demonstrate to the Council's reasonable satisfaction upon request that this has been done) unless to do so would be directly contrary to any policy or requirement of the Housing Corporation.
7. 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 to the extent of the Property the subject of its legal charge and in the event that it becomes a mortgagee in possession of the Property.
8. 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  
HOLBORN LINKS LIMITED  
acting by a Director and its Secretary  
or by two Directors**

.....  
**Director**

.....  
**Director/Secretary**

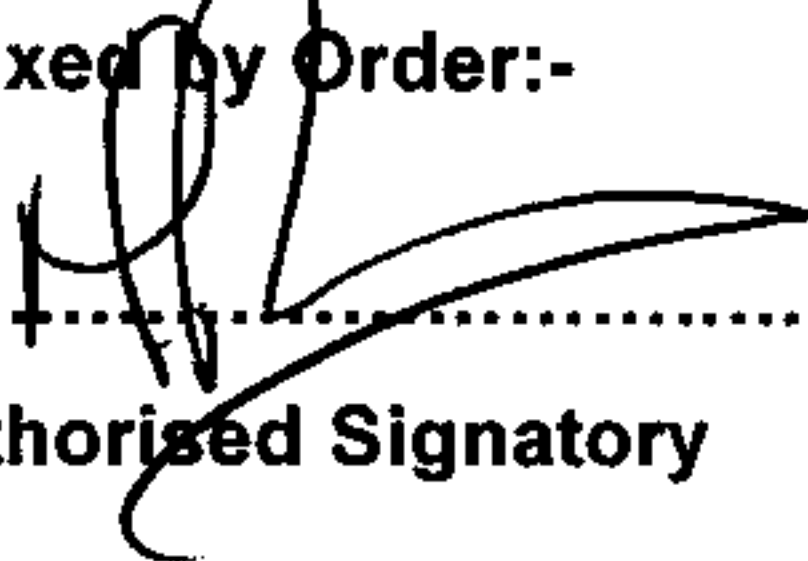
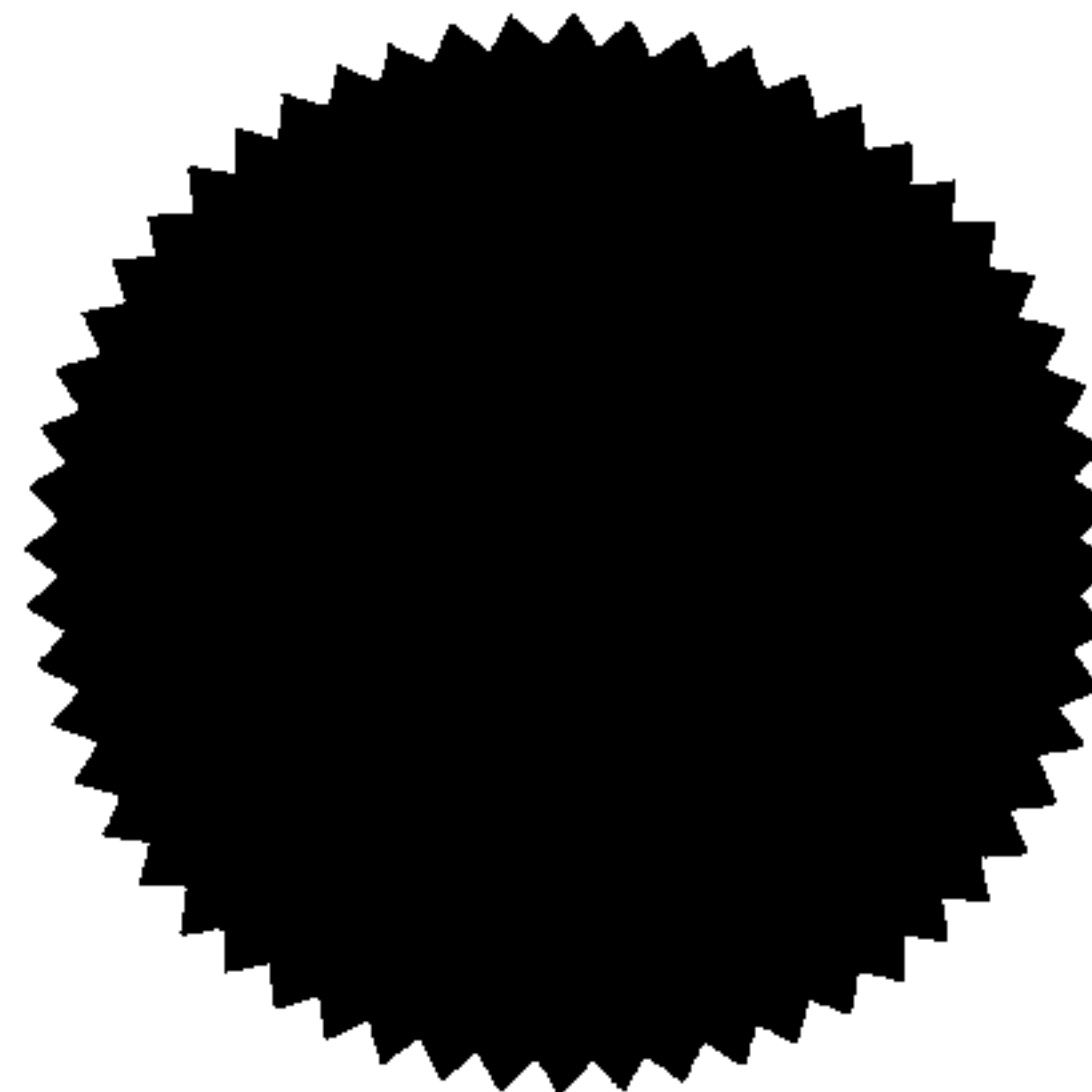
CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
130-132 HIGH HOLBORN, HOLBORN, LONDON WC1V 6PS

SIGNED AND DELIVERED AS A DEED )  
for and behalf of )  
THE ROYAL BANK OF SCOTLAND PLC )  
by a duly authorised Attorney )



.....  
Witness

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



.....  
Authorised Signatory

Montagu Evans  
Premier House  
44-48 Dover Street  
London  
W1S 4AZ

Application Ref: 2005/1073/P

22 February 2006

Dear Sir/Madam

**DRAFT**

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**130-132 High Holborn**  
London  
**WC1V 6PS**

Proposal:

Change of use from office (class B1) and 2 self contained flats (class C3) to 6 self contained 2-bed flats (class C3) and a rear extension at third floor level of no. 131-132 High Holborn

**DECISION**

Drawing Nos: Site Location Plan ME 1 and ME 2, 2728/D/02/C, 2728/D/03, 2728/D/04/A and 2724/D/25

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 five

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 policies EN1, EN13 and EN31 of the London Borough of Camden Unitary Development Plan 2000.

Informative(s):

- 1 You are reminded that all rubbish shall not be deposited on the public footpath, or forecourt area, or on the street at your usual collection times. For further information please contact the Council's Street Environment Service (Rubbish Collection) on 020 7974 6914.
- 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. The penalty for contractors undertaking noisy works outside permitted hours is a maximum fine of £5000 per offence. You are advised to consult the Council's Environmental Health Division, Camden Town Hall, Argyle Street, WC1H (Tel. No. 020 7974 6944) for pre-application advice and for a copy of the Act if you anticipate any difficulty in carrying out your proposed works within the hours stated above.
- 3 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).
- 4 Reasons for granting permission:  
The proposed development is in general accordance with the policy requirements of the adopted London Borough of Camden Unitary Development Plan 2000, with particular regard to policies RE5, RE6, EN1, EN7, EN13, EN31, TR16, TR17, HG5, HG9, HG15 and EC3. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

Yours faithfully

Culture and Environment Directorate

DATED

20<sup>th</sup> November

2006

**(1) HOLBORN LINKS LIMITED**

**and**

**(2) THE ROYAL BANK OF SCOTLAND PLC**

**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**  
**130-132 HIGH HOLBORN**  
**HOLBORN LONDON WC1V 6PS**  
**pursuant to Section 106 of the Town and Country Planning**  
**Act 1990 (as amended)**

Alison Lowton  
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Tel: 020 7974 1918  
Fax: 020 7974 2962

S:\plan\lmm\s106 Agreements\High Holborn 130-132 (AH, CF)  
REF: CLS/COM/LMM/1431.342