

DATED

02 April

2014

(1) ZANIA UNIVERSAL LIMITED

and

(2) EUROBANK CYPRUS 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

112-116 New Oxford Street
London
WC1A 1HH

pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1685.2325 (FINAL)



THIS AGREEMENT is made the 02 day of April 2014

BETWEEN:

1. **ZANIA UNIVERSAL LIMITED** (incorporated in the British Virgin Islands and registered under company number 1649326) and whose address for service in the United Kingdom is care of Protopapas Solicitors, Queens House, 180, Tottenham Court Road, London W1T 7PD and care of Totalserve Trust Company Limited, 197 Main Street, Road Town, Tortola, British Virgin Islands (hereinafter called "the Owner") of the first part
2. **EUROBANK CYPRUS LIMITED** (incorporated in Cyprus) of 41 Arch Makarios III Avenue, 1065 Nicosia, Cyprus and whose address for service in the United Kingdom is Philip Ross Solicitors, 34 Queen Anne Street, London W1G 8HE (hereinafter called the "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 NGL550928 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of the Property and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Planning Application for the development of the Property was submitted to the Council and validated on 8th January 2013 and the Council resolved to grant permission conditionally under reference number 2013/0121/P subject to conclusion of this 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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 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 registered under title number NGL550928 and dated 7th December 2011 is willing to enter into this Agreement to give its consent to the same.
- 1.8 The Mortgagee has since the date of the grant of the legal charge dated the 7th day of December 2011 changed its name to Eurobank Cyprus Limited.

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 "this Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.3 "the Development" erection of roof extension, alterations to windows on rear facade and change of use of second to sixth floors from offices (Class B1) to provide 6 self-contained flats (1 x 1 bedroom, 3 x 2 bedroom and 2 x 3 bedroom) (Class C3) as shown on drawing numbers BNY-MA(00)0001

SITE LOCATION PLAN A01, BNY-MA(01)0001
AREA SCHEDULE A03, BNY-MA(02)0001 A01,
BNY-MA(02)1001 A01, BNY-MA(02)2001 A01,
BNY-MA(02)3001 A01, BNY-MA(02)4001 A01,
BNY-MA(02)5001 A01, BNY-MA(02)6001 A02,
BNY-MA(02)7001 A02, BNY-MA(02)9001 A02,
BNY-MA(02)B101 A01, BNY-MA(02)AA01 A02,
BNY-MA(02)BB01 A02, BNY-MA(02)CC01 A02,
BNY-MA(03)0001 PHOTOMONTAGE 01 A02,
BNY-MA(03)0002 PHOTOMONTAGE 02 A02,
BNY-MA(20)0001 A02, BNY-MA(20)1001 A01,
BNY-MA(20)2001 A03, BNY-MA(20)3001 A02,
BNY-MA(20)4001 A03, BNY-MA(20)5001 A02,
BNY-MA(20)6001 A02, BNY-MA(20)7001 A02,
BNY-MA(20)8001 A02, BNY-MA(20)B101 A01,
BNY-MA(21)AA01 A04, BNY-MA(21)AA02 A02,
BNY-MA(21)BB01 A04, BNY-MA(21)BB02 A02,
BNY-MA(21)CC01 A04, BNY-MA(21)CC02 A02,
BNY-MA(22)AA01 A02, BNY-MA(22)BB01 A02,
BNY-MA(31)0004 A00

2.4 "the Education Contribution"

the sum of £19,283 (nineteen thousand two hundred and eighty-three pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.5 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (i) the incorporation of the measures set out in the submission documents entitled "Planning Application Design Documents" dated September 2013
- (ii) details of how the Owner will further reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use reasonable endeavours to target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (iv) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (v) measures to enable future connection to a local energy network at the boundary of the Property;
- (vi) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy

Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;

- (vii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.6 "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

2.7 "the Highways Contribution"

the sum of £8,443 (eight thousand four hundred and forty-three pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to

the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

(i) to repave the footways adjacent to the Property on New Oxford Street and Bainbridge Street;

(ii) to remove a section of redundant pedestrian guardrail (identified by the Council) adjacent to the Property;

(iii) to replace a damaged signpost and signs on Bainbridge Street (identified by the Council); and

(iv) any other works required as a direct result of the Development (such works as considered necessary by the Council)

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertaker's costs

2.8 "the Level Plans

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

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"

the Council the Owner and the Mortgagee

2.11 "the Planning Application"

a planning application in respect of the development of the Property submitted to the

Council and validated on 8th January 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/0121/P subject to conclusion of this Agreement

- 2.12 "Planning Obligations Monitoring Officer"
- a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.13 "the Planning Permission"
- a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.14 "the Property"
- the land known as 112-116 New Oxford Street London, WC1A 1HH the same as shown shaded grey on the plan annexed hereto
- 2.15 "the Public Open Space Contribution"
- the sum of £9,363 (nine thousand three hundred and sixty-three pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development

- 2.16 "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
- 2.17 "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
- 2.18 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.19 "the Sustainability Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-
- (i) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving at a minimum a Very Good rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
 - (ii) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on

sustainability contained within its Development Plan; and

- (iii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

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, 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**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 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.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.
- 4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the 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 4.1.1 of this Agreement.

4.2 EDUCATION CONTRIBUTION

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Education Contribution.
- 4.2.1 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

4.3 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.3.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.3.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed) confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.3.4 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 Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time (acting reasonably) and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.4 HIGHWAYS

- 4.4.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full; and
 - (ii) submit to the Council the Level Plans for approval (such approval not to be unreasonably withheld or delayed).
- 4.4.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.4.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertaker's costs.

4.4.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.4.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.5 **PUBLIC OPEN SPACE CONTRIBUTION**

4.5.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.5.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.6 **SUSTAINABILITY PLAN**

4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.6.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect

4.6.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing

confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property (such approval not to be unreasonably withheld or delayed).

4.6.4 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 Sustainability Plan 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 Sustainability Plan.

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 2013/0121/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 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 indemnify the Council for any reasonable and proper expenses or liability arising to the Council in respect of any 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 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council under Clause 4 (Obligations of the Owner) for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2013/1210/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN486ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B")

multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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 2013/0121/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 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 or 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.

7. **MORTGAGEE EXEMPTION**

The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **JOINT AND SEVERAL LIABILITY**

All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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)
ZANIA UNIVERSAL LIMITED *a company incorporated in the British Virgin Islands*)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

MARIA LAZAR)

Director Signature:)

[Signature])

Director/Secretary Name (CAPITALS))

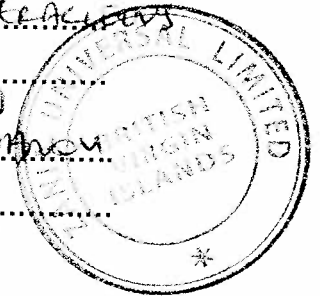
CYMORA LIMITED)

Director/Secretary Signature:)

BY GENIA KYRIANOU)

being persons who in accordance with the laws of that territory are acting under the authority of the company

[Signature])
CYMORA LIMITED)



EXECUTED AS A DEED BY)
EUROBANK CYPRUS LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

LOUIS OLYMPIOS)

Director Signature:)

[Signature])

Director/Secretary Name (CAPITALS))

[Signature])

Director/Secretary Signature:)

[Signature])
EUROBANK LTD)

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

EUROBANK CYPRUS LTD

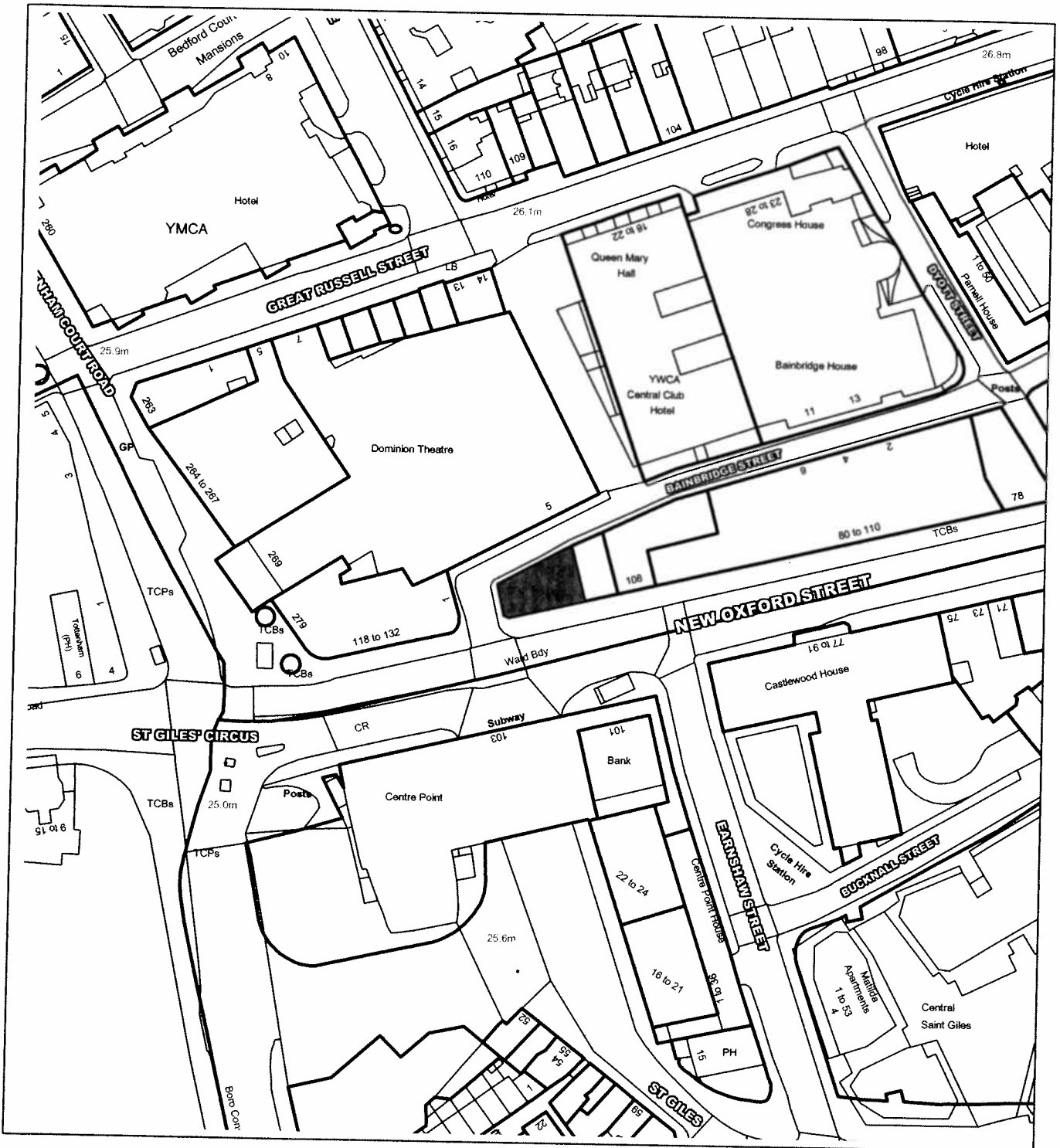
[Signature]
)

Authorised Signatory





THE PROPERTY
112-116 New Oxford Street, London, WC1A 1HH



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Benoy
210 High Holborn
London
WC1V 7DL

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

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

Application Ref: **2013/0121/P**

12 March 2014

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:
**112-116 New Oxford Street
London
WC1A 1HH**

Proposal:

Erection of roof extension of a flat to provide for a change of use of second to sixth floor from residential (Class B) to provide use of contained flats (1 x 1 bedroom, 3 x 2 bedroom and 2 x 3 bedroom) (Class C3).

DECISION
Drawing Nos: BNY-MA(00)0001 SITE LOCATION PLAN A01, BNY-MA(01)0001 AREA SCHEDULE A03, BNY-MA(02)0001 A01, BNY-MA(02)1001 A01, BNY-MA(02)2001 A01, BNY-MA(02)3001 A01, BNY-MA(02)4001 A01, BNY-MA(02)5001 A01, BNY-MA(02)6001 A02, BNY-MA(02)7001 A02, BNY-MA(02)9001 A02, BNY-MA(02)B101 A01, BNY-MA(02)AA01 A02, BNY-MA(02)BB01 A02, BNY-MA(02)CC01 A02, BNY-MA(03)0001 PHOTOMONTAGE 01 A02, BNY-MA(03)0002 PHOTOMONTAGE 02 A02, BNY-MA(20)0001 A02, BNY-MA(20)1001 A01, BNY-MA(20)2001 A03, BNY-MA(20)3001 A02, BNY-MA(20)4001 A03, BNY-MA(20)5001 A02, BNY-MA(20)6001 A02, BNY-MA(20)7001 A02, BNY-MA(20)8001 A02, BNY-MA(20)B101 A01, BNY-MA(21)AA01 A04, BNY-MA(21)AA02 A02, BNY-MA(21)BB01 A04, BNY-MA(21)BB02 A02, BNY-MA(21)CC01 A04, BNY-MA(21)CC02 A02, BNY-MA(22)AA01 A02, BNY-MA(22)BB01 A02, BNY-MA(31)0004 A00.

Planning Application Design Document (prepared by Benoy Architects September 2013),
SAVILLS COMMERCIAL MARKETING REPORT Oct-12, ADS CONSULTANCY
CONSTRUCTION MANAGEMENT PLAN Dec-12, RIGHT OF LIGHT
DAYLIGHT/SUNLIGHT ASSESSMENT 02-Jan-13, PRICE & MYERS

ENERGY/RENEWABLE ENERGY STATEMENT 19-Dec-12, ACA ACOUSTICS
ACOUSTIC REPORT Dec-12.

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):

DRAFT

- 1 The development hereby permitted shall be completed 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 The development hereby permitted shall be carried out in accordance with the following approved plans:

DECISION
BNY-MA(00)0001 AREA SCHEDULE A01, BNY-MA(01)0001 AREA SCHEDULE A01, BNY-MA(02)2001 A01, BNY-MA(02)5001 A01, BNY-MA(02)6001 A02, BNY-MA(02)7001 A02, BNY-MA(02)8001 A02, BNY-MA(02)B101 A01, BNY-MA(02)AA01 A02, BNY-MA(02)BB01 A02, BNY-MA(02)CC01 A02, BNY-MA(03)0001 PHOTOMONTAGE 01 A02, BNY-MA(03)0002 PHOTOMONTAGE 02 A02, BNY-MA(20)0001 A02, BNY-MA(20)1001 A01, BNY-MA(20)2001 A03, BNY-MA(20)3001 A02, BNY-MA(20)4001 A03, BNY-MA(20)5001 A02, BNY-MA(20)6001 A02, BNY-MA(20)7001 A02, BNY-MA(20)8001 A02, BNY-MA(20)B101 A01, BNY-MA(21)AA01 A04, BNY-MA(21)AA02 A02, BNY-MA(21)BB01 A04, BNY-MA(21)BB02 A02, BNY-MA(21)CC01 A04, BNY-MA(21)CC02 A02, BNY-MA(22)AA01 A02, BNY-MA(22)BB01 A02, BNY-MA(31)0004 A00.

Planning Application Design Document (prepared by Benoy Architects September 2013), SAVILLS COMMERCIAL MARKETING REPORT Oct-12, ADS CONSULTANCY CONSTRUCTION MANAGEMENT PLAN Dec-12, RIGHT OF LIGHT DAYLIGHT/SUNLIGHT ASSESSMENT 02-Jan-13, PRICE & MYERS ENERGY/RENEWABLE ENERGY STATEMENT 19-Dec-12, ACA ACOUSTICS ACOUSTIC REPORT Dec-12.

Reason:

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

- 3 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 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Sample and manufacture of materials.

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The relevant part of the work shall be carried out in accordance with the details thus approved and all approved materials shall be retained on site prior to completion of the development.

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 of the London Borough of Camden Local Development Framework Development Policies.

- 5 The lifetime durability of the internal layout of the building shall be set out in the drawings and documents hereon approved and shall be provided in its entirety prior to the first occupation of any of the new units.

DECISION

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

- 6 Before the development commences, details of secure and covered cycle storage area for 9 cycles shall be submitted to and approved by the local planning authority in writing. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Before the development commences, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 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.

- 8 The flat roof of the building should not be used for sitting out or as an amenity area and should be accessible for maintenance purposes or in emergency.

Reason: In order to preserve a view of neighbouring premises in accordance with the requirements of policy CS18 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.

- 9 No part of the development hereby approved shall be commenced until a Construction Management Statement setting out measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) throughout the demolition and construction period, has been submitted to and approved by the local planning authority. The measures contained in the Construction Management Statement shall at all times remain implemented during construction.

Reason: In order to preserve the pedestrian amenities of the area generally and to ensure the proposed development does not detract from the amenities of the area in accordance with policy CS6 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP20, DP26, DP28 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 10 The development shall be constructed in full accordance with the recommendations of the Acoustic Report prepared by ACA Acoustics Limited dated December 2012 and no flat shall be occupied until the mitigation measures relevant to that flat have been installed.

Reason: To safeguard the amenities of the future occupants of the development in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between

dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).

- 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.

- The Mayor of London introduced the Crossrail Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2022. A permission granted after this time which adds more than 100sqm of new residential or new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

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

- You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

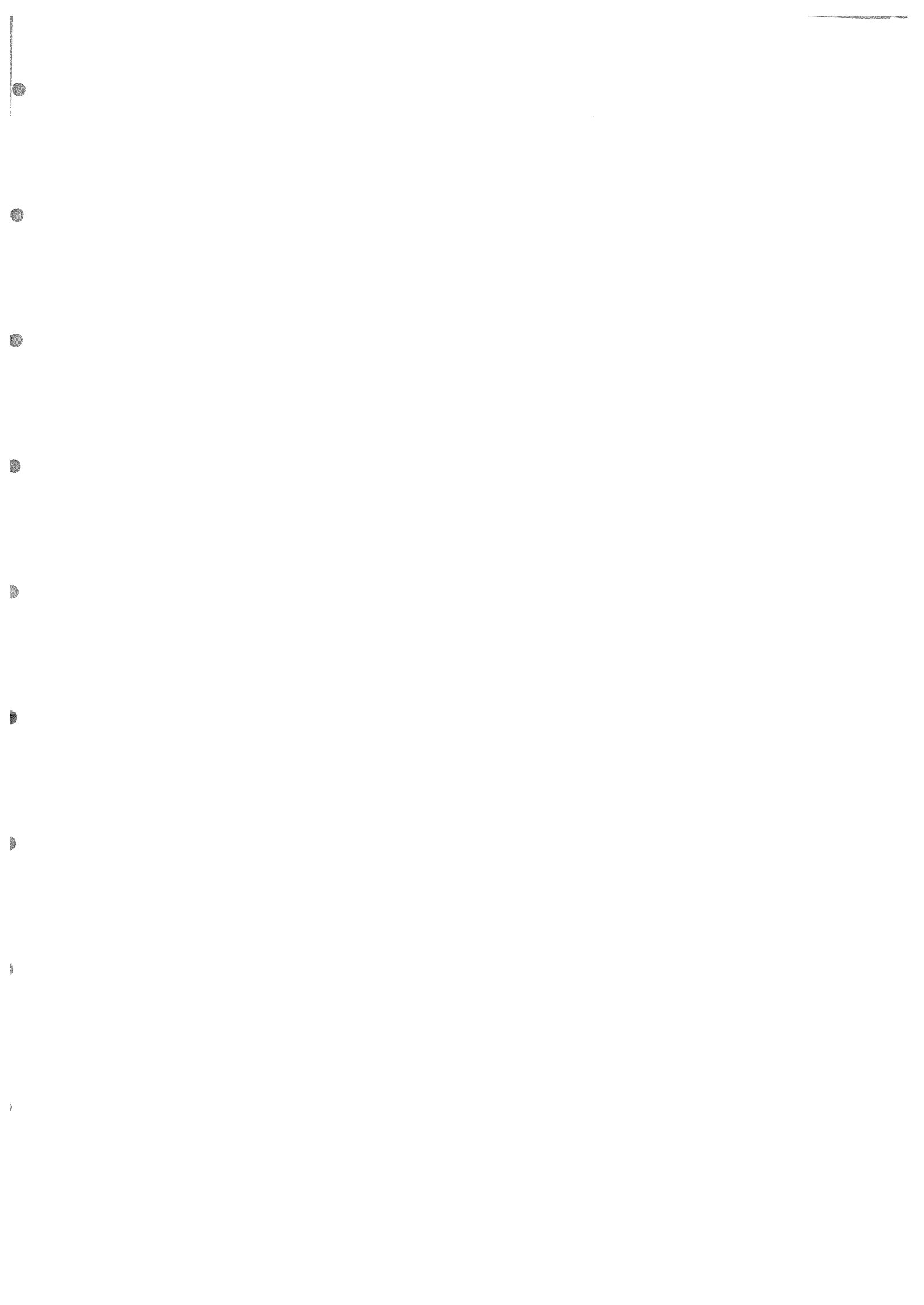
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate

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DECISION



DATED 02 April 2014

(1) ZANIA UNIVERSAL LIMITED

and

(2) EUROBANK CYPRUS 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

112-116 New Oxford Street
London
WC1A 1HH

pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

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Fax: 020 7974 2962

CLS/PK/1685.2325 (FINAL)