

Dated 13 September 2013

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**UNILATERAL UNDERTAKING**  
**Made pursuant to Section 106 of the**  
**Town and Country Planning Act 1990**  
**relating to land at 84 Hatton Garden, London EC1N 8JR**

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Agent:

E M Pick Planning, 30 Golders Manor Drive, London NW11 9HT  
T: 020 8209 0752

Relevant Local Planning Authority:

London Borough of Camden, Town Hall, Judd Street, London WC1  
(planning ref. 2012/4290/P)  
T: 020 7974 4444

Planning Appeal Administration

Planning Inspectorate, 2 The Square, Bristol BS1 6PN  
(ref APP/X5210/A/13/2196094)  
T: 0303 444 5000 E: teamp11@pins.gsi.gov.uk

THIS UNDERTAKING is made on 13 September 2013

BY

**UNIHEIGHTS LIMITED** (Company registration no. 02934620) whose registered address is 3<sup>rd</sup> Floor Manchester House, 86 Princess Street, Manchester M1 6NP (correspondence address 6 Well Street, London E9 7PX) (the "Owner")

TO:

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Camden Town Hall, Judd Street, London, WC1H 9JE (the "Council")

**NOW THIS DEED WITNESSES AS FOLLOWS:**

## 1. DEFINITIONS

1.1 For the purposes of this Deed the following expressions shall have the following meaning:

"Act"	the Town and Country Planning Act 1990 (as amended)
"Commencement Date"	the date upon which the Development shall be commenced by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the Act
"Contributions"	the Education Contribution and the Open Space Contribution
"Development"	the development of the Land in accordance with the Planning Permission
"Education Contribution"	the sum £11,065 to be paid by the Owner to the Council in accordance with the terms of this Undertaking 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
"Index"	means the "All Items" index figure of the Index of Retail Prices published by the Office of National Statistics or any successor government office, ministry or department
"Interest"	Interest at 4 per cent above the base lending rate of the Cooperative Bank PLC from time to time
"Jewellery Sector Contribution"	the sum of £50,000 to be used by the Council towards support of the jewellery sector within the London Borough of Camden including (if deemed appropriate by the Council) the provision of discounted workspace and training initiatives
"Land"	the land at 84 Hatton Garden, London EC1N 8JR as shown edged red on the Plan

"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
"Open Space Contribution"	the sums of £6,250 to be paid by the Owner to the Council in accordance with the terms of this Undertaking 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
"Plan"	the plan annexed to this Undertaking
"Planning Application"	the application for planning permission dated 15 August 2012 (ref 2012/4290/P) for the conversion of upper floors from vacant B1 space to 5 two-bedroom residential flats, refused permission by the Council on 10 October 2012
"Planning Appeal"	planning appeal to the Secretary of State (ref. APP/X5210/A/13/2196094) following the decision of the Council to refuse the Planning Application
"Planning Permission"	the grant of planning permission by an appeal inspector pursuant to the Planning Appeal
"Post-Development Sustainability Report"	a post-construction review of the Development by an appropriately qualified and recognised independent verification body duly and properly certifying that the measures incorporated in the Pre-Development Sustainability Report have been achieved in the Development and will be maintainable in the Development's future management and occupation
"Pre-Development Sustainability Report"	the BREEAM EcoHomes Pre-assessment Report first submitted to the Council in or about May 2013 in respect of Core Strategy policy DP22
"Resident"	every person who occupies a residential unit in the Development, initially or subsequently
"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
"Residents Parking Permit"	a car parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Residents Parking Bay
"Undertaking"	this deed given pursuant to section 106 of the Act

- 1.2 A reference in this Undertaking to an Act of Parliament or to any order, regulation, statutory instrument or the like shall include a reference to any amendment or re-enactment of the same.
- 1.3 Wording importing the masculine gender includes the feminine gender and vice versa. Words in the singular include the plural and vice versa. Words importing individuals shall be treated as importing corporations and vice versa.
- 1.4 Any heading or side notes are for ease of reference only and shall not affect the construction of this Undertaking.
- 1.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- 1.6 Reference to any party in the Undertaking includes any successor to the title of that party and assigns.

## **2. LEGAL EFFECT**

- 2.1 This Deed is a Unilateral Undertaking given pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and section 16 of the Greater London Council (General Powers) Act 1974
- 2.2 The covenants in this Undertaking on the part of the Owner are planning obligations for the purposes of section 106 of the Act and are entered into with the intent that the same are enforceable by the Council against the Owner and its respective successors in title to the Land
- 2.3 The Council is the Local Planning Authority for the purposes of the Act for the area in which the Land is situated
- 2.4 The Owner is interested in the Land for the purposes of Section 106 of the Act with absolute freehold title under Title Number LN247140 shown red on the Plan
- 2.5 The Owner has submitted the Planning Application to the Council which is now the subject of the Planning Appeal
- 2.6 The Owner has agreed to enter into this Undertaking in order to bind the Land in the event Planning Permission is granted
- 2.7 This Undertaking is a Local Land Charge for the purposes of the Local Land Charges Act 1975 and shall be capable of being registered as such by the Council.
- 2.8 If the Planning Permission is not granted or if it is revoked, or the Planning Permission expires because it is not implemented, this Undertaking shall be annulled and have no effect

## **3. CONDITIONALITY**

- 3.1 This Deed shall come into effect upon the Commencement Date.

- 3.2 The Owner covenants with the Council to give written notice to the Council of the Commencement Date within 14 days of that date occurring.
- 3.3 The Owner further covenants that on or prior to the Occupation Date the Owner shall inform the Council 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 5 of this Agreement.

#### **4. FINANCIAL CONTRIBUTIONS**

- 4.1 The Owner hereby covenants with the Council to pay the Contributions to the Council within 28 days of the Commencement Date.
- 4.2 Subject to clause 4.3 below, the Owner hereby covenants with the Council to pay to the Council the Jewellery Sector Contribution no later than 28 days after the Commencement Date.
- 4.3 In the event that the Planning Inspector determining the Planning Appeal states in his decision letter that the Jewellery Sector Contribution:
- (i) is not required in order to make the Development acceptable in accordance with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended), the Jewellery Sector Contribution shall not be payable; or
  - (ii) should be reduced in order to comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended), the reduced figure stated in the Planning Inspector's decision letter shall be deemed to be the Jewellery Sector Contribution.

#### **5.0 PARKING PERMITS**

- 5.1 The Owner covenants with the Council that:
- (i) neither the Owner nor any Resident will be entitled to apply for a Residents Parking Permit to allow the parking of a motor car within the Controlled Parking Zone or any future Controlled Parking Zone operating in the locality within which the Land is situated (and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council), unless a holder of a Disabled Person's Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970, and if wrongly issued with such a Residents Parking Permit to surrender it to the Council within 7 working days of receiving it;
  - (ii) the Owner hereby covenants with the Council to ensure that, prior to Occupation of any residential unit forming part of the Development, a notice will be erected prominently within the common residential parts of the Development stating the effect of clause 5.1(i) above, which notice shall be retained in place unless or until written consent of the Council is received to amend or remove the same; and

- (iii) the Owner for itself and its successors in title to the Property hereby acknowledges that the provision in this clause 5.1 will remain permanently.

## **6. POST-DEVELOPMENT SUSTAINABILITY REPORT**

- 6.1 The residential units comprising the Development shall not be occupied unless the Owner has submitted the Post-Development Sustainability Report.

## **7. MISCELLANEOUS**

- 7.1 It is hereby further declared by the Owner that:

- (a) any approval given under the Undertaking or for the purposes of this Undertaking shall not be deemed to be approval for any other purpose whatsoever;
- (b) no person shall be liable for any breach of the covenants, restrictions or obligations contained in this Undertaking occurring after he or she has parted with his interest in the Land; and
- (c) nothing in this Deed shall prohibit or limit the right to develop any part of the land in accordance with a planning permission (other than the Planning Permission) after the date of this Undertaking.

## **8. INTEREST**

- 8.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

## **9 JURISDICTION**

- 9.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

## **10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 10.1 In accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 it is hereby declared that none of the terms of this Undertaking shall in the absence of any express provision to the contrary be construed as being enforceable by any third party.

## **11. INDEX LINKING**

- 11.1 All financial contributions referred to in this Undertaking shall be increased by an amount equal to the proportionate increase in the Index between the date of this Undertaking and the date on which payment is made to the Council.

**SIGNED AS A DEED BY UNIHEIGHTS LTD**

Acting by its authorised signatories

DIRECTOR



In the presence of

Signature of witness



Name ..... IAN METT .....

Address ..... 36 AMBROSE AVENUE .....  
..... LONDON NW11 .....

SECRETARY



In the presence of

Signature of witness



Name ..... IAN METT .....

Address ..... 36 AMBROSE AVENUE .....  
..... LONDON NW11 .....

**MORTGAGEES**

The Mortgagee whose common seal is affixed to this Obligation hereunder confirms its agreement to be bound by the Undertaking. The Mortgagee however shall only be directly liable for the breach of any of the obligations contained in this Undertaking during such periods as it is a Mortgagee in possession of the Land

THE COMMON SEAL OF THE MORTGAGEE

EXECUTED as a DEED (but not delivered until the date inserted above) by

*WILLIAM GIBB*

*William Gibb*

AS ATTORNEY FOR  
AVIVA COMMERCIAL FINANCE LIMITED )  
)  
)

In the presence of

Signature of witness

*[Handwritten signature]*

Name of witness

*JAN POINTEA*

Address of witness

Sentinel House, 37 Surrey Street, Norwich NR1 3UY

Occupation of witness Administrative Assistant

*OKCF/13/4599*



# H. M. LAND REGISTRY GENERAL MAP

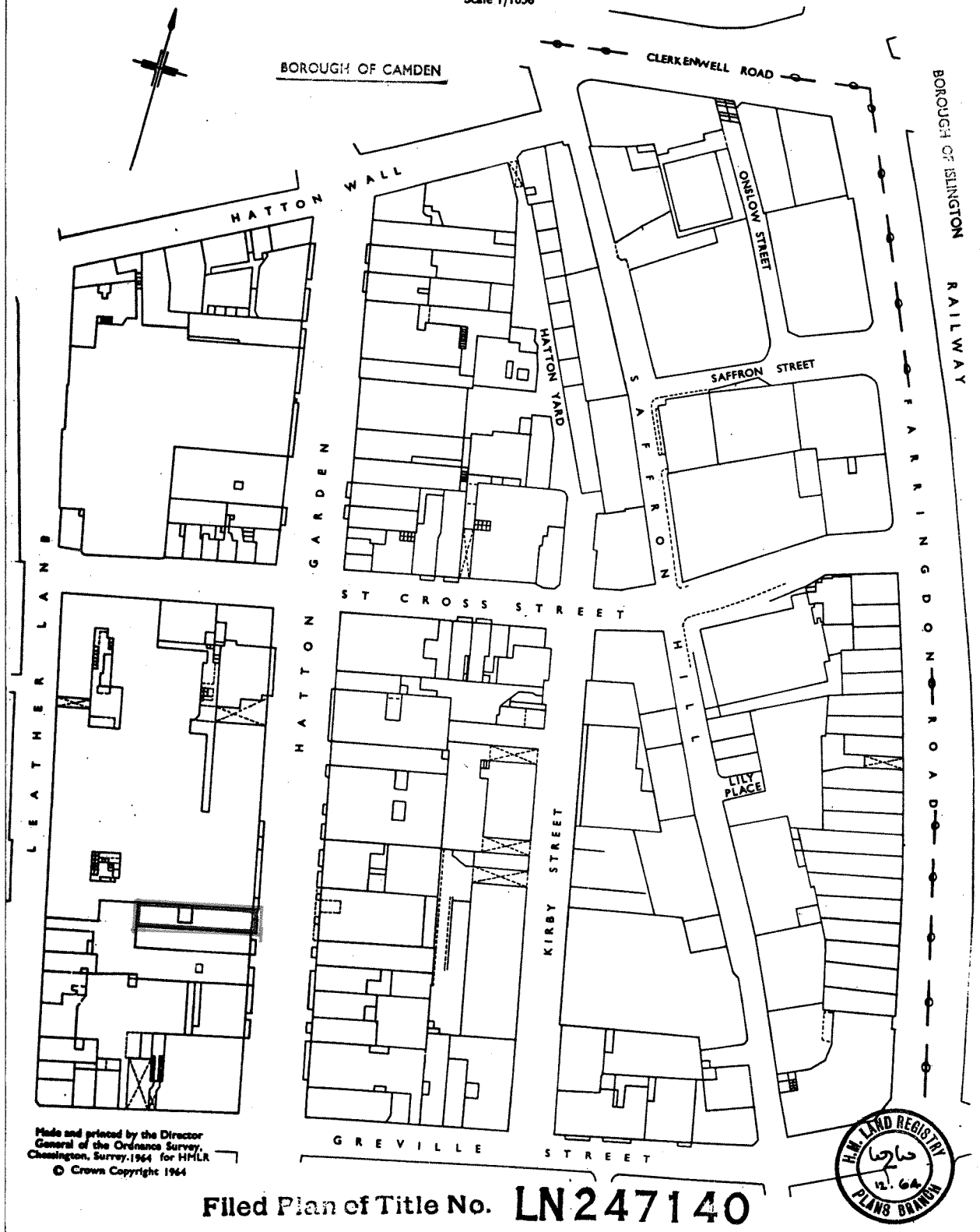
GREATER LONDON

LONDON

SHEET VII 54

SECTION K

Scale 1/1056



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