

DATED

24 July

2015

**(1) SHAFTESBURY C L LIMITED**

and

**(2) CANADA LIFE 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  
**62-64 GOODGE STREET LONDON W1T 4NE**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5680  
Fax: 020 7974 1920

CLS/COM/PT/1781.264  
23.06.15

1942-1943

# COMPANION

1942-1943

THIS AGREEMENT is made the 24 day of July 2015

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

1. **SHAFTESBURY C L LIMITED** (Co. Regn. No. 05208365) whose registered office is at 22 Ganton Street London W1F 7FD (hereinafter called "the Owner") of the first part
2. **CANADA LIFE LIMITED** (Co. Regn. No. 00973271) of Canada Life Place, Potters Bar, Hertfordshire, EN6 5BA (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

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL377699.
- 1.2 The Owner is the freehold owner of 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 27 April 2015 and the Council resolved to grant permission conditionally under reference number 2015/2299/P subject to the conclusion of this legal 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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL377699 and dated 2 May 2014 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 | "the Agreement"           | this planning obligation made pursuant to Section 106 of the Act   |
| 2.3 | "the Development"         | subdivision of the existing third floor flat to create two residential units comprising 1 x studio and 1 x 1 bed flats including reconfiguration of existing two flats at second floor level 20215-03, 20215-P03, 20215-04, 20215-P04, Design & Access Statement           |
| 2.4 | "the Implementation Date" | the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly  |
| 2.5 | "Occupation Date"         | the date when any part of the Development is occupied for the purposes for which Planning Permission is granted but does not include for the purposes of construction or fitting out, and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly |

- 2.6 "the Parties" mean the Council, the Owner and the Mortgagee
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 27 April 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/2299/P subject to conclusion of this Agreement
- 2.8 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.9 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.10 "the Property" the land known as 62-64 Goodge Street London W1T 4NE the same as shown shaded grey on the plan annexed hereto
- 2.11 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.12 "Residents Parking Permit"

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

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction 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 otherwise shall include their successors in title.

3.8 Where any approval, agreement, consent, confirmation or expression of satisfaction is required the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

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

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

4.1 The Owner hereby covenants with the Council to ensure that prior to Occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.

4.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement.

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

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.



- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2015/2299/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Development or any reasonable 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 indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2015/2299/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.



- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect.

**7. RIGHTS OF THIRD PARTIES**

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

8. **MORTGAGEE EXEMPTION**

8.1 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 PROVIDED THAT the mortgagee shall have no liability under this Agreement unless it takes possession of the Property and shall not be liable for any breach of the provisions after it has parted with or released its interest in the Property.

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

EXECUTED AS A DEED BY  
SHAFTESBURY C L LIMITED  
in the presence of:  
acting by a Director and its Secretary  
or by two Directors

.....  
Director

.....  
Director/Secretary

EXECUTED as a Deed by

RG LAUBERTI  
and N BENT  
acting jointly as attorneys for and in the name of  
**CANADA LIFE LIMITED** under a power of attorney  
dated 22 February 2007 in the presence of:

.....  
Signature

.....  
Signature

Witness Signature: ANITA RUTHER

Witness Name: ANITA RUTHER

Witness Address: 1-6 Lombard Street  
London  
EC3V 9JU

\_\_\_\_\_  
Witness Occupation: \_\_\_\_\_

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

.....*R. Alexander*.....

**Authorised Signatory**





*The* *PA* *MD*  
62-64 Goodge Street London W1T 4NE



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2/11/11

**Regeneration and Planning  
Development Management**  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 8ND

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

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

Rolfe Judd Planning  
Old Church Court  
Claylands Road  
London  
SW8 1NZ

Application Ref: **2015/2299/P**

23 June 2015

Dear Sir/Madam

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

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

Address:  
**62-64 Goodge Street**  
**London**  
**W1T 4NE**

**DECISION**  
Proposal:  
Subdivision of the existing third floor flat to create two residential units comprising 1 x studio and 1 x 1 bed flats including reconfiguration of existing two flats at second floor level.  
Drawing Nos: 20215-03, 20215-P03, 20215-04, 20215-P04, Design & Access Statement

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 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 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 if in CA] of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans 20215-03, 20215-P03, 20215-04, 20215-P04, Design & Access Statement.

Reason:

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

#### Informative(s):

- 1 Reasons for granting permission.

Policies DP2 and CS6 of the LDF seek to maximise the supply of additional homes in the borough. As the proposal would not result in the net loss of residential floor space and would create an additional residential unit at the site it is considered to comply with these policies.

The proposed new studio and one bed room flat would provide a good standard of residential accommodation in terms of layout, room size, daylight, ventilation and outlook and with internal floor areas of 38sqm and 50sqm respectively, would be consistent with Policy CS6 of Camden LDF and the minimum space standards contained within the London Plan.

The site has a Public Transport Accessibility Level (PTAL) of 6b. Policy DP18 expects development to be car free in the Central London Area, Town Centres, and other areas within Controlled Parking Zones that are easily accessible by public transport (PTAL of 4 or above). Given that the proposal will be creating an additional residential unit at the site it would need to be secured as a car free development through a section 106 planning obligation to ensure its compliance with CS11, DP18, DP19 and CPG7 of the Camden LDF.

One objection was received following the statutory consultation period. The sites planning history and relevant appeal decisions were taken into account when

coming to this decision.

Special regard has been attached to the desirability of preserving or enhancing the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP6, DP18, DP19 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4, 7.6 and 7.8 of the London Plan 2015, consolidated with alterations since 2011; and paragraphs 14, 17, 56 -66 and 126-141 of the National Planning Policy Framework.

- 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. 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.
- 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).

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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**(2) CANADA LIFE LIMITED**

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**62-64 GOODGE STREET LONDON W1T 4NE**

**pursuant to Section 106 of the Town and Country Planning  
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