

DATED *24 november* 2015

**(1) GHL (CARLOW) 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  
**CARLOW HOUSE CARLOW STREET LONDON NW1 7LH**  
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

1781.460



THIS AGREEMENT is made the 24 day of November 2015

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

- i. **GHL (CARLOW) LIMITED** (registered under company number 0903301) whose registered office is at 3<sup>rd</sup> Floor, Sterling House, 206 Langston Road, Loughton, Essex, United Kingdom, IG10 3TS (hereinafter called "the Owner") of the first part
- 1. **THE ROYAL BANK OF SCOTLAND PUBLIC LIMITED COMPANY** registered under company number SC090312) acting through its office at 280 Bishopsgate, London EC2M 4RB (hereinafter called "the Mortgagee") of second part
- iii. **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 NGL583351 subject to a charge to the Mortgagee.
- 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 A Planning Application for the Development of the Property was submitted to the Council and validated on 12 June 2015 and the Council resolved to grant permission conditionally under reference number 2015/3272/P subject to 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 NGL583351 and dated 5 June 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" creation of two additional 1 bed residential units at ground floor level through internal alterations along with alterations to the fenestration (Class C3) as shown on drawing numbers 803 PD (GA 00 REV P3, GA 00 REV P6, GE 02 REV PL1), 803\_SP\_01 REV P1, Design and 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 other than occupation for the purpose of construction, fitting out, or marketing a 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 12 June 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/3272/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 S106 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 by the Council pursuant to the Planning Application for the Development substantially in the draft form annexed hereto
- 2.10 "the Property" that part of the ground floor of Carlow House Carlow Street London NW1 7LH which is shown cross-hatched on the plan marked Floor Plan

annexed hereto (with Carlow House being shown shaded red on the plan marked Location 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

3. **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 (subject as provided for by this Agreement) 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, 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 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing as provided for by Clause 4.1 for all relevant purposes for the duration of the Planning Permission.

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

The Owner hereby covenants with the Council as follows:-

4.1 The Owner hereby covenants with the Council to ensure that prior to occupying either of the residential units 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 both 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 Planning Permission 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 the Planning Permission reference 2015/3272/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 expenses / 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, London WC1H 9LP quoting the Planning Permission reference number 2015/3272/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 by effluxion of time before commencement of development this Agreement shall forthwith determine and cease to have effect.

6.9 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **RIGHTS OF THIRD PARTIES**

8.1 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

*[Handwritten signature]*  
.....  
Director

EXECUTED AS A DEED BY )  
GHL (CARLOW) LIMITED )  
in the presence of:- )

Witness's signature ..... *a. Allen* .....

Witness' name ..... *ANN AKERS* .....  
*116 BLYTH ROAD*  
*LONDON E17 8JG*

Witness' address .....  
*SECRETARY*  
.....

SIGNED AND DELIVERED )  
AS A DEED FOR AND BEHALF OF )  
THE ROYAL BANK OF SCOTLAND PLC )

..... *LEANNE KEYTE* ..... (CAPITALS)

BY A DULY AUTHORISED ATTORNEY )

..... *[Signature]* ..... (SIGNED)

in the presence of )

..... *SIMON SCHOLLAR* ..... (CAPITALS)

(Witness) )

..... *[Signature]* ..... (SIGNED)

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

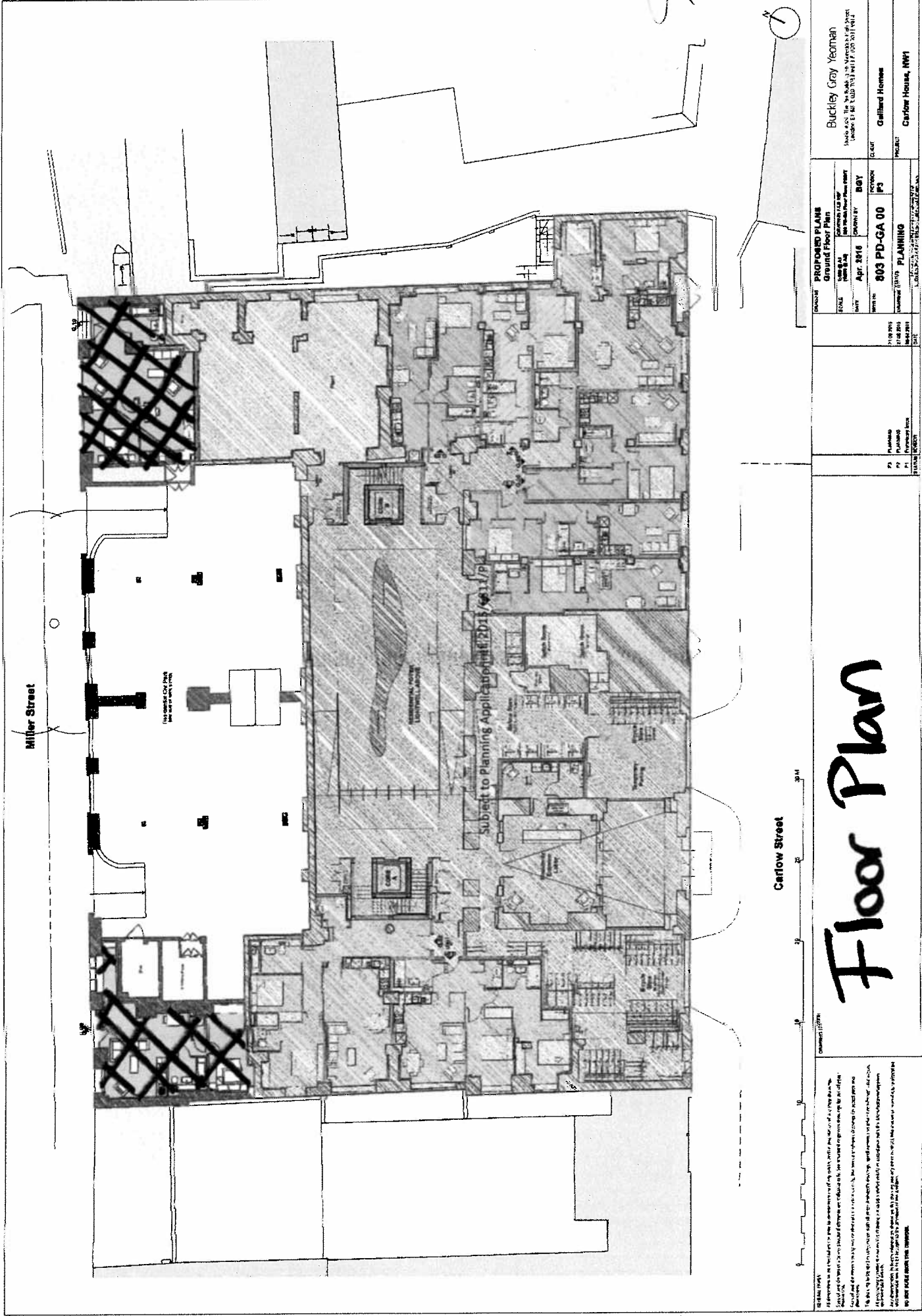
..... *L. Alexander* .....  
Authorised Signatory



*[Faint, illegible text]*

R. Alexander

JK 8



<p>PROPOSED PLANS Ground Floor Plan</p> <p>DATE: 2016 DRAWN BY: BGY CHECKED BY: [blank]</p> <p>PROJECT NO: 803 PD-GA 00 PROJECT: PLANNING</p> <p>DATE: 2016 DRAWN BY: [blank]</p>		<p>CLIENT: Gaillard Homes PROJECT: Carlow House, NW1</p>	
<p>27/08/2015 17/08/2015 20/08/2015</p>		<p>PLANNING PLANNING</p>	
<p>PLANNING PLANNING PLANNING</p>		<p>PLANNING PLANNING PLANNING</p>	

# Floor Plan

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**NOTES:**  
 1. The site is shown in red on the site plan.  
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PLANNING

# Location Plan

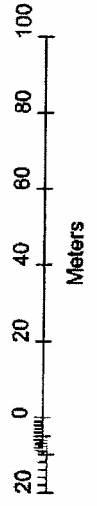
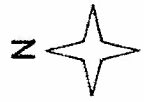
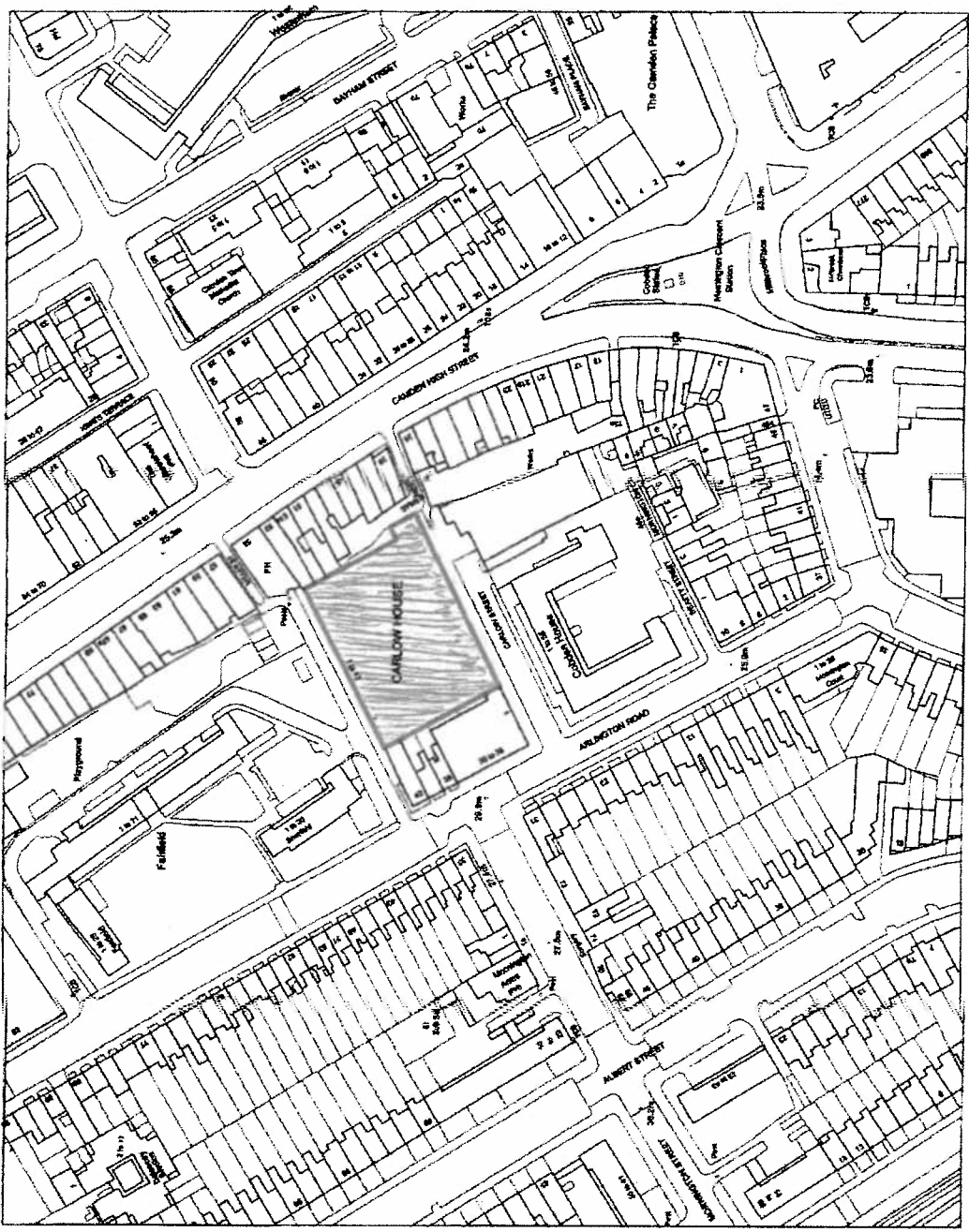
*Handwritten signature*

**Buckley Gray Yeoman**  
 Site Plan  
 Excluding Site Plan  
 1:1250 043  
 Aug 2013  
 803\_SP\_01  
 P1

Mercer Real Estate Partners  
 Carlow House, Camden W4T  
 London

Site Plan  
 Excluding Site Plan  
 1:1250 043  
 Aug 2013  
 803\_SP\_01  
 P1

PLANNING







Mr Phil Clark  
Sterling House  
Langston Road  
Loughton  
IG10 3TSApplication Ref: **2015/3272/P**

06 November 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:  
**Carlow House**  
**Carlow Street**  
**London**  
**NW1 7LH****DECISION**  
Proposal:  
Creation of two additional 1 bed residential units at ground floor level through internal alterations along with alterations to the fenestration (Class C3)

Drawing Nos: 803 PD (GA 00 REV P3, GA 00 REV P6, GE 02 REV PL1), 803\_SP\_01 REV P1, Design and 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 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: 803 PD (GA 00 REV P3, GA 00 REV P6, GE 02 REV PL1), 803\_SP\_01 REV P1, Design and Access Statement.

Reason:

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

Informative(s):

- 1 Reasons for granting permission.

The proposed conversion of existing floor space into two apartments (2 x 1 bedroom) is considered acceptable on this site. The proposal seeks to convert redundant ground floor space into two residential units in accordance with Policies CS6 (Providing quality homes) and DP2 (Making Full use of Camden's capacity for housing).

It is considered that the alterations of the front façade with additional ground floor residential windows would provide surveillance of the adjacent street and would improve the building's relationship with the adjoining public space. The remainder of the proposed works are to be taking place within the existing property. Hence, the proposed works are therefore considered to be acceptable in design terms and not to be out of character with the host dwelling or with the Camden Town Conservation Area.

The two proposed 1 bed units would meet the Council's residential development standards under Chapter 2 of the Camden Planning Guidance and the proposed flats exceed the minimum floorspace requirements meeting the London Plan housing standards and given the nature of the proposed development, it is not considered that the proposed alterations would not have a detrimental impact on neighbouring amenities.

Adequate bin and cycle storage space would be provided within existing facilities and the site is highly accessible by public transport hence a Section 106 agreement will be required to secure a car-free development.

1 letters of support has been received and duly taken into account prior to making this decision. The site's planning history and relevant appeal decisions have been taken into account.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of 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.

The proposed development is in general accordance with policies CS5, CS6, CS11, CS14 and CS19 of the London Borough of Camden Local Development Framework Core Strategy and policies DP2, DP5, DP6, DP17, DP18, DP22, DP24, DP26, DP27 and DP28 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4 and 7.6 of The London Plan March 2015, consolidated with alterations since 2011; and paragraphs 14, 17 and 56 -66 of the National Planning Policy Framework.

- 2 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).
- 3 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.

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





DATED *24 November* 2015

**(1) GHL (CARLOW) LIMITED**

and

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

and

**(3) THE MAYOR AND BURGESSES OF  
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