

DATED 8 August 2016

(1) GHIL (CARLOW) LIMITED

and

(2) THE ROYAL BANK OF SCOTLAND PLC

and

(3) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**AGREEMENT**  
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 1918  
Fax: 020 7974 2962

CLS/COM/ESA/1781.773  
S106 FINAL

DATE: 10/10/2010  
PAGE: 2

THE BOARD OF DIRECTORS

OF THE BANK OF SCOTLAND

IN THE EVENT OF THE  
REMOVAL OF A DIRECTOR

ARTICLE 10

REMOVAL OF A DIRECTOR

10.1 A DIRECTOR MAY BE REMOVED FROM OFFICE BY THE BOARD OF DIRECTORS AT ANY TIME.

**THIS AGREEMENT** is made the 8<sup>th</sup> day of August 2016

**BETWEEN:**

- i. **GHL (CARLOW) LIMITED** (Co. Regn. No. 09033017) whose registered office is at 3rd Floor Sterling House Langston Road Loughton Essex IG10 3TS (hereinafter called "the Owner") of the first part
- ii. **THE ROYAL BANK OF SCOTLAND PLC** of (Co. Regn. No. SC90312) of 8th Floor, 280 Bishopsgate, London EC2M 4RB (hereinafter called "the Mortgagee") of the 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 24 February 2016 and the Council resolved to grant permission conditionally under reference number 2016/1020/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 (hereinafter called "the Legal Charge") 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 a 1 bed flat at ground floor level as shown on drawing numbers:- 803\_SP\_01 Rev P1, 803 PD-EP 00 REV PL1, 803 PD-GD 00 Rev PL1, 803 PD GE 03 Rev PL1, 893 FL-SO 10B Rev PL1, 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 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 24 February 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/1020/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" the part of the ground floor of the land known as Carlow House Carlow Street London NW1 7LH the same as which is shown shaded blue on the plan marked Floor Plan annexed hereto (with Carlow house being shown shaded grey on the plan marked Site 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 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 To ensure that prior to Occupying the 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 number of the residential unit forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying the residential unit that in the Owner's opinion is 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 2016/1020/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 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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2016/1020/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 by effluxion of time before the commencement of development Implementation Date 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

**EXECUTED AS A DEED BY  
GHL (CARLOW) LIMITED  
acting by a Director and its Secretary  
or by two Directors**

.....  
**Director**

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

**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO CARLOW  
HOUSE, CARLOW STREET LONDON NW1 7LH**

**EXECUTED as a Deed )  
By THE ROYAL BANK OF SCOTLAND PLC )  
by a duly authorised attorney )  
in the presence of:- )**

*[Handwritten signature]*

*[Handwritten signature]*

.....  
Sima SCHOLLAR, 280 BISHOPSGATE, LONDON EC2M 4RB

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

*[Handwritten signature]*

.....  
**Authorised Signatory**



UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

*Handwritten signature*

Division of Criminal  
Investigation

*Handwritten signature*



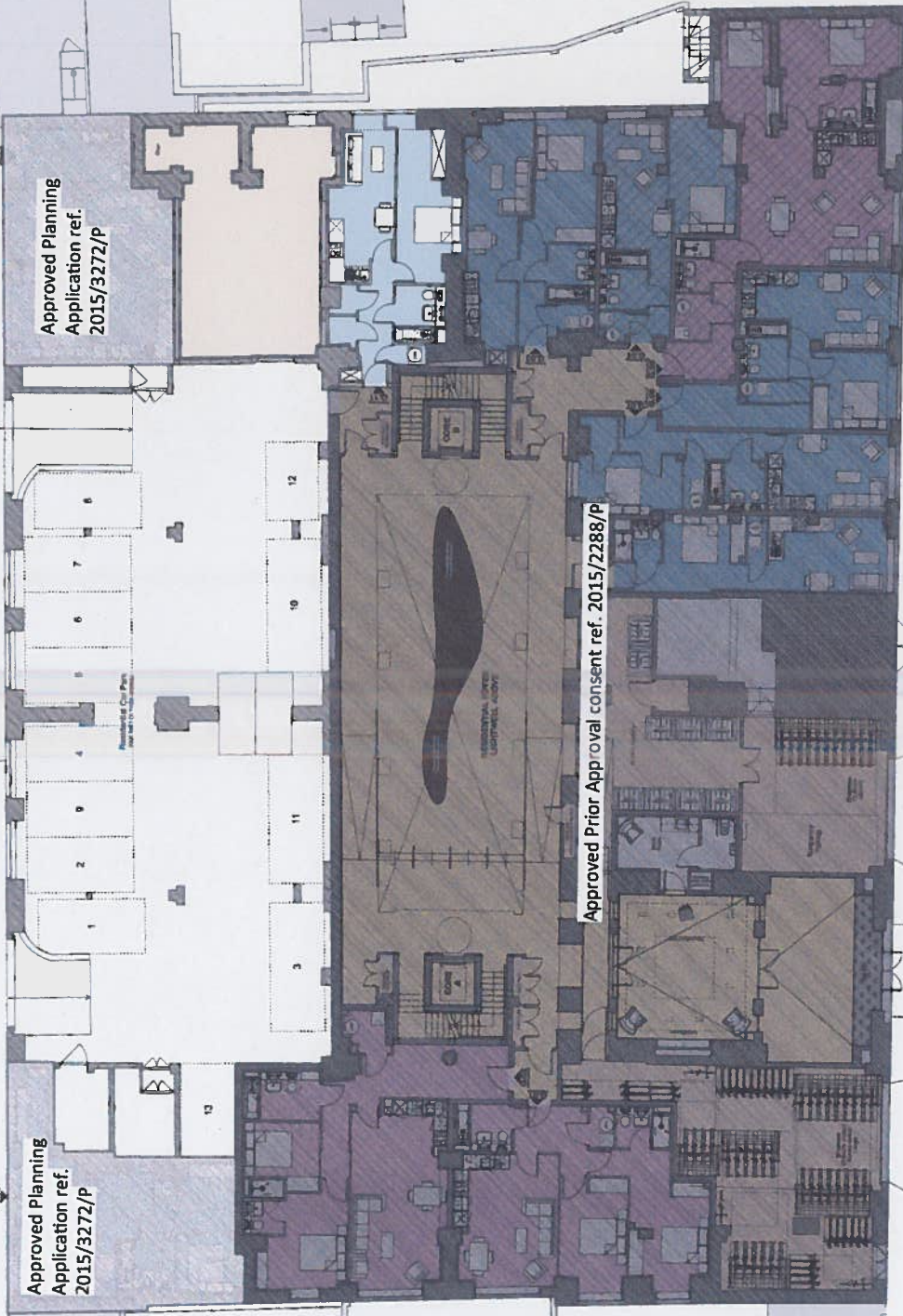
Miller Street

Carlow Street

Approved Planning Application ref. 2015/3272/P

Approved Planning Application ref. 2015/3272/P

Approved Prior Approval consent ref. 2015/2288/P



GENERAL NOTES

All dimensions to be checked on the site as measurements of any work, unless otherwise stated.  
Structural dimensions to any structural elements are indicated only, for structural purposes drawings for other uses and dimensions.  
Dimensions to any services shown are indicative only, for services purposes drawings for other uses and dimensions.  
This drawing is to be used in conjunction with all other architectural drawings, specifications and other Contractor documents.  
All necessary permits shall be obtained prior to the start of any work and the Contractor shall be responsible for obtaining all necessary permits.  
Any dimensions shown are approximate and the Contractor shall be responsible for checking all dimensions on the site.  
DO NOT SCALE DRAWINGS DIRECTLY.

PROPOSED PLANS  
Ground Floor Plan  
SCALE 1:500 (A4)  
DATE Feb. 2016  
DRAWN BY BGV  
CHECKED BY BGV

803 PD-GA 00  
PLANNING  
PROJECT NO. 803 PD-GA 00  
DATE 02/16/2016

PROJECT NO. 803 PD-GA 00  
DATE 02/16/2016

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DATE 02/16/2016

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DATE 02/16/2016

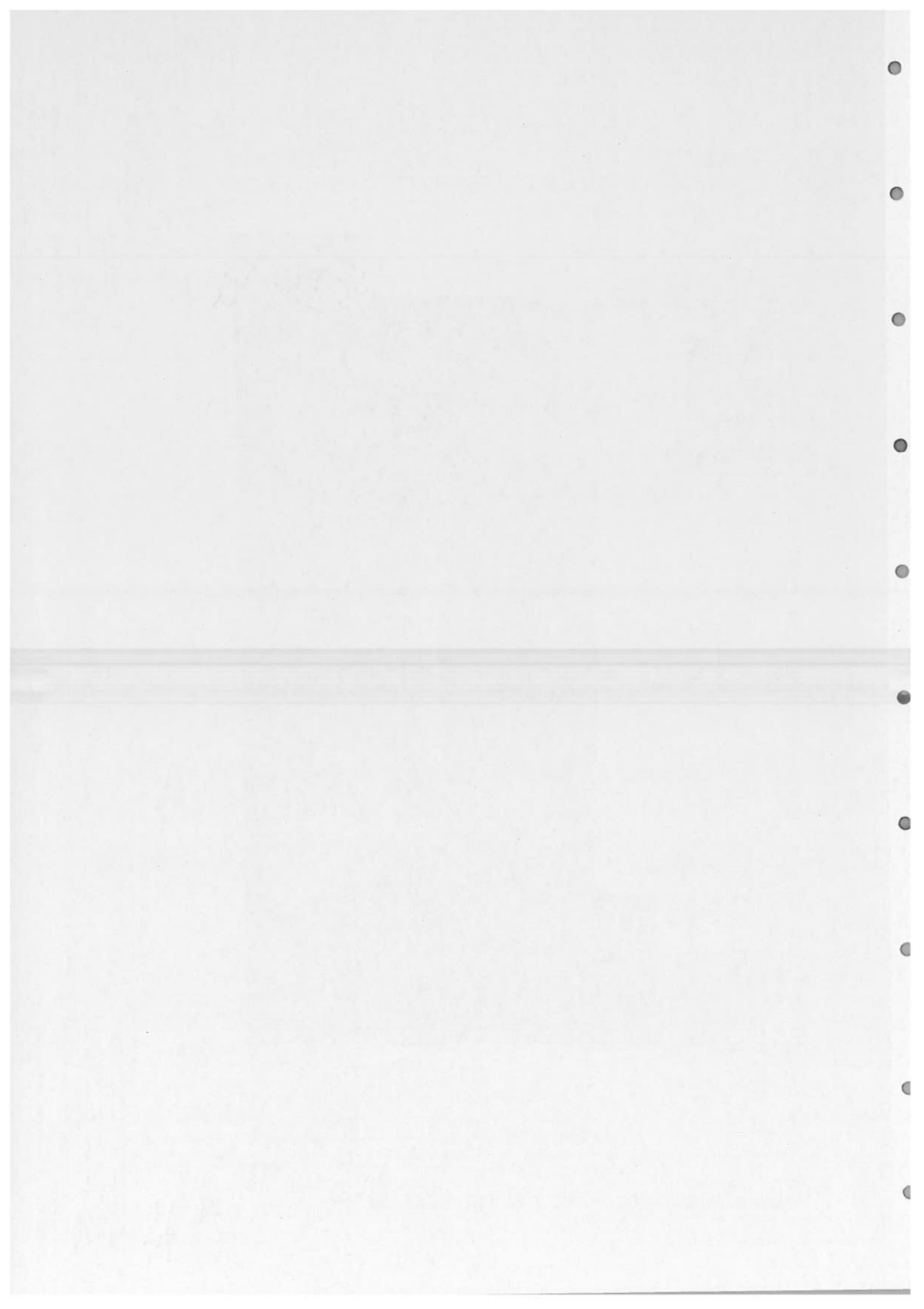
PROJECT NO. 803 PD-GA 00  
DATE 02/16/2016

PROJECT NO. 803 PD-GA 00  
DATE 02/16/2016

Buckley Gray Yeoman  
Studio 4.04, The Ice Building, 56 Broadwater High Street,  
London E1 6J1 | T: 020 7033 8933 | F: 020 7033 8914

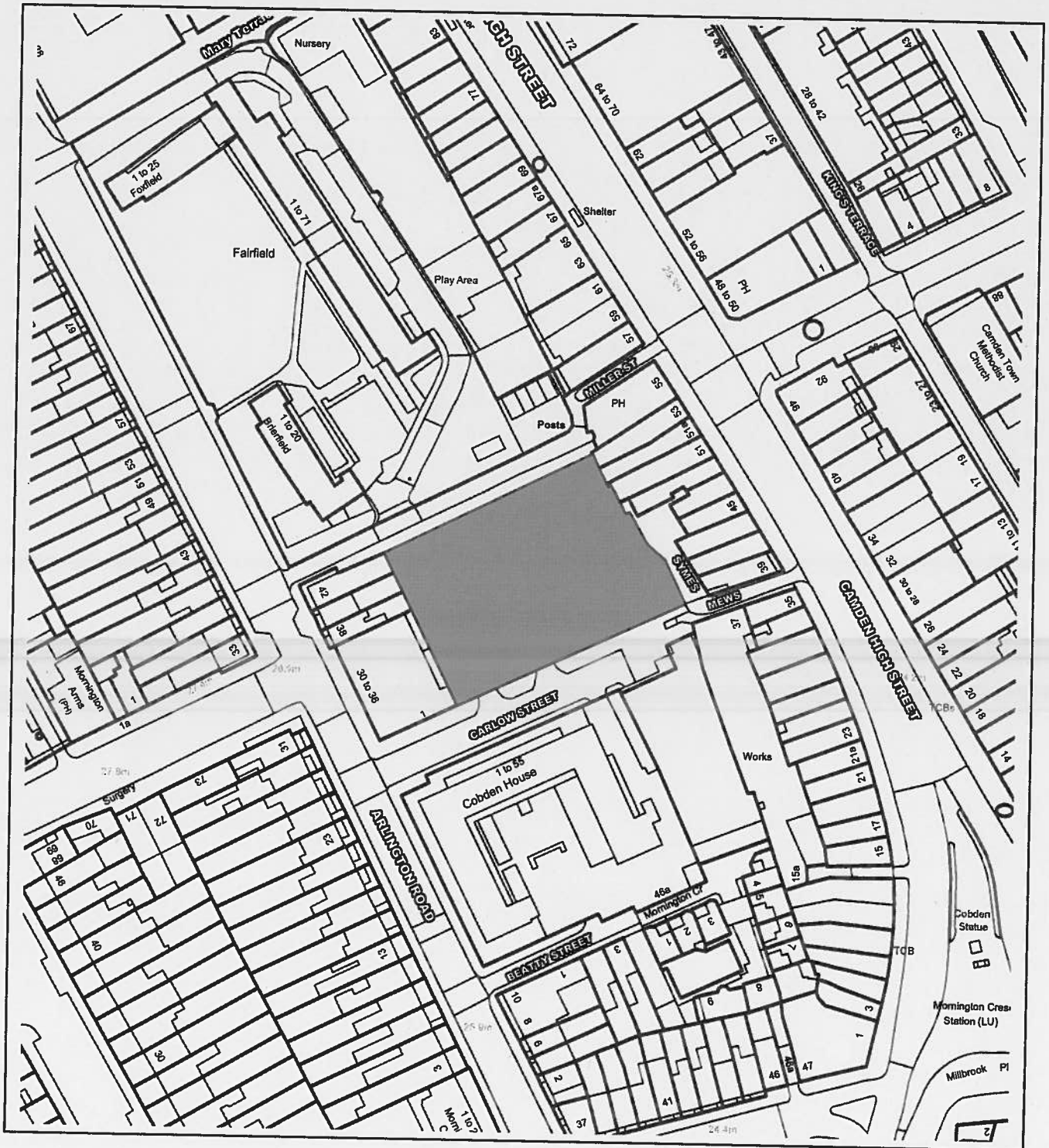
Galliard Homes

Carlow House, NW1





# NORTHGATE SE GIS Print Template



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S  
K

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Main body of handwritten text, consisting of several lines of cursive script that are mostly illegible.

Second main body of handwritten text, continuing the cursive script, also mostly illegible.

Handwritten text at the bottom left of the page, possibly a signature or date.



Mr Phillip Clark  
3rd Floor Sterling House  
Langston Road  
Loughton  
Essex  
IG10 3TS

Application Ref: **2016/1020/P**

23 June 2016

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 a 1 bed flat at ground floor level.  
Drawing Nos: 803\_SP\_01 Rev P1, 803 PD-EP 00 REV PL1, 803 PD-GD 00 Rev PL1, 803 PD GE 03 Rev PL1, 893 FL-SO 10B Rev PL1, 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 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: 803\_SP\_01 Rev P1, 803 PD-EP 00 REV PL1, 803 PD-GD 00 Rev PL1, 803 PD GE 03 Rev PL1, 893 FL-SO 10B Rev PL1, 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 a single 1 bed apartment is considered acceptable on this site. The proposal seeks to convert floorspace under used at ground floor level into one residential unit in accordance with Policies CS6 (Providing quality homes) and DP2 (Making Full use of Camden's capacity for housing).

The proposed conversion would include the use of an existing large window to provide sunlight and daylight to the proposed residential unit. This window would face the rear elevations of the properties along Camden High Street. The proposed works are to be taking place within the existing property and therefore considered to be acceptable in design terms. The proposal is considered to be in keeping with the character with the host dwelling and the Camden Town Conservation Area.

The proposed unit would meet the Council's residential development standards under Chapter 2 of the Camden Planning Guidance and the proposed flat exceeds 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

Supporting Communities Directorate

Director of Supporting Communities

**DRAFT**

**DECISION**



DATE: 5/1/83

# CONFIDENTIAL

PROPERTY OF THE BUREAU OF RESEARCH

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE: 5/1/83  
BY: [illegible]  
REASON: [illegible]

DATED

8 August

2016

**(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  
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