

Mr Simon Agate  
Project 5 Architecture  
8 Waterson Street  
London  
E2 8HL

Application Ref: **2009/3916/P**  
Please ask for: **Gavin Sexton**  
Telephone: 020 7974 **3231**

5 March 2010

Dear Sir/Madam

### **DECISION**

Town and Country Planning Acts 1990 (as amended)  
Town and Country Planning (General Development Procedure) Order 1995  
Town and Country Planning (Applications) Regulations 1988

### **Full Planning Permission Granted Subject to a Section 106 Legal Agreement**

Address:  
**72 Delancey Street**  
**London**  
**NW1 7SA**

Proposal:

Change of use of basement flat (Class C3) & hostel (Sui Generis) at ground, first, second and third floor levels into single family dwelling house (Class C3) with associated window alterations.

Drawing Nos: Site Location Plan 6210-DL72-E00; 6210-DL72-E01/A; E02; E03; E04; E05; E06; E07; E08; E09; E10; P01; P02; P03; P04; P05; P06; P07; P08; P09; P10; P11; P12A; P13; P14; P15; P16; P17; P18; Specifications; Boiler Flue specifications (sheets numbered 1 & 2); Schedule of Work; Letter from Kevin Beirne dated 06/11/2009; Sustainability statement, Nov 2009;

The Council has considered your application and decided to grant permission subject to the following condition(s):

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 policies B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies SD1A (Quality of life), SD2 (Planning obligations), SD6 (Amenity for occupiers and neighbours), H2 (Affordable housing), H9B (Loss of hostels), B1 (General design principles), B3A (Alterations and extensions), B6 (Listed buildings), B7 (Conservation areas), T3 (Pedestrians and cycling) and T8 (Car free housing and car capped housing). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.
- 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 2363).
- 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 Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email [ppp@camden.gov.uk](mailto:ppp@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://www.camden.gov.uk/pollution)) 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.
- 4 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Street Environment Service (Waste) on 020 7974 6914 or see the website [www.camden.gov.uk/waste](http://www.camden.gov.uk/waste)
- 5 Your attention is drawn to the fact that there is a separate legal agreement with the

Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ.

- 6 You are advised that policy H7 of the Replacement Unitary Development Plan 2006 encourages all new housing developments to be accessible to all and meet "Lifetime Homes" standards, and the Council welcomes any measures that can be introduced to facilitate this. You are advised to consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2310) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully



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Rachel Stopard  
Director of Culture & Environment

It's easy to make, pay for, track and comment on planning applications on line. Just go to [www.camden.gov.uk/planning](http://www.camden.gov.uk/planning).

DATED 5TH MARCH 2010

**(1) COMMUNITY HOUSING ASSOCIATION LIMITED**

and

**(2) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**  
relating to land known as  
**72 DELANCEY STREET LONDON NW1 7SA**  
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 6007  
Fax: 020 7974 2962

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CLS/COM/JL/1685.328  
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THIS AGREEMENT is made the 5<sup>th</sup> day of March 2010

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

1. **COMMUNITY HOUSING ASSOCIATION LIMITED** (Company Registration Number IP20453R) whose registered office is at 100 Chalk Farm Road London NW1 8EH (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second 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 LN81289.
- 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 16 September 2009 and the Council resolved to grant permission conditionally under reference number 2009/3916/P subject to the conclusion of this legal Agreement.
- 1.4 An Application for Listed Building Consent for the Development of the Property was submitted to the Council and validated on 17 September 2009 and the Council granted consent conditionally under reference number 2009/3930/L on 4 December 2009.
- 1.5 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.

- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 A planning application for the development of 6-10 Cambridge Terrace and 1-2 Chester Gate, London NW1 was submitted to the Council and the Council resolved to grant permission under reference 2009/3041/P subject to the completion of the First Agreement. The First Agreement requires the owner as defined by the First Agreement to pay to the Council the Affordable Housing Contribution.

## 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 Application for Listed Building Consent" an application for Listed Building Consent in respect of the Development of the Property submitted to the Council and validated on 17 September 2009 for which permission was granted conditionally under reference number 2009/3930/L on 4 December 2009
- 2.4 "Affordable Housing" low cost housing including Social Rented Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with Government policy statement PPS3 and successor documents

- 2.5 "Affordable Housing Contribution" the sum of £800,000 (eight hundred thousand pounds) to be paid to the Council pursuant to the First Agreement prior to the implementation of the planning permission to be granted under reference 2009/3041/P
- 2.6 "Affordable Housing Payment" the sum of £800,000 (eight hundred thousand pounds) payable by the Council under the terms of this Agreement subject to receipt of the Affordable Housing Contribution and to be applied by the Owner for the construction and fitting out of the Affordable Housing Unit and securing its subsequent use as Affordable Housing or for the refurbishment of such other units of Affordable Housing or supported housing at such other locations as may be agreed by the Council (such agreement not to be unreasonably withheld or delayed).
- 2.7 "Affordable Housing Unit" the unit of Social Rented Housing formed by the Development to be constructed fitted out and occupied exclusively as Affordable Housing
- 2.8 "Building Works" means all works reasonably necessary to secure the construction and fitting out of the Affordable Housing Unit as Affordable Housing to be carried out as part of the Development under the terms of this Agreement together with any associated works
- 2.9 "the Development" (i) Planning Permission  
Change of use of basement flat (Class C3) & hostel (Sui Generis) at ground, first, second and

third floor levels into single dwelling house (Class C3) with associated window alterations as shown on drawing numbers Site Location Plan 6210-DL72-E00; 6210-DL72-E01/A; E02; E03; E04; E05; E06; E07; E08; E09; E10; P01; P02; P03; P04; P05; P06; P07; P08; P09; P10; P11; P12A; P13; P14; P15; P16; P17; P18; Specifications; Boiler Flue specifications (sheets numbered 1 & 2); Schedule of Work; Letter from Kevin Beirne dated 06/11/2009; Sustainability statement, Nov 2009;

(ii) Listed Building Consent

Internal and external alterations in association with change of use of basement flat & hostel into single dwelling house as shown on drawing numbers Site Location Plan 6210-DL72-E00; 6210-DL72-E01/A; E02; E03; E04; E05; E06; E07; E08; E09; E10; P01; P02; P03; P04; P05; P06; P07; P08; P09; P10; P11; P12A; P13; P14; P15; P16; P17; P18; Specifications; Boiler Flue specifications (sheets numbered 1 & 2); Schedule of Work;

2.10 "Development Period"

means the period during which the Building Works are to be carried out commencing on the date of entry on the Property by any building contractor engaged to carry out the Building Works and ending on the date of Practical Completion

2.11 "Development Standards"

means the standards to which the Building Works are to be carried out these to be in compliance with (a) the Regulators Scheme Development Standards (so far as reasonably practicable) and (b) with any other reasonable



requirements of the Council in relation to the carrying out of the Building Works necessary to secure the use of the Affordable Housing Unit as Affordable Housing in accordance with the guidance of Central Government and the Regulator including any waiver and/or variations agreed between the Council and the Owner in accordance with the requirements of this Agreement

2.12 "Excluded Categories"

means any disposal of any of the Affordable Housing Unit or any of part of the Affordable Housing Unit where:

- (a) the disposal is by way of a mortgage or charge which does not prevent the use of the property for Affordable Housing;
- (b) the disposal is by or on behalf of a mortgagee in possession receiver or administrative receiver made in compliance with clause 4.1.11;
- (c) the disposal is a disposal of the Owner's interest in the Affordable Housing Unit to a Registered Social Landlord registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Regulator or the Council (such consent in the case of the Council not to be unreasonably withheld or delayed) PROVIDED THAT such Registered Social Landlord becomes (as a result of the disposition) bound by existing

nominations rights in favour of the Council or agrees to be bound by such rights;

- (d) the disposal takes place after substitute units have been created pursuant to clause 10 in accordance with the requirements of this Agreement;
- (e) the disposal is the grant of an assured tenancy agreement;
- (f) the disposal is to a Person exercising a statutory right to acquire the Affordable Housing Unit and the Owner has paid to the Council the RTA payment within 28 days of such disposal taking place.

2.13 "the First Agreement"

the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) made between the Crown Estate Commission, Cambridge Terrace Developments Limited, Irish Nationwide Building Society, Cancer Research UK and the Council relating to the land known as 6 – 10 Cambridge Terrace and 1-2 Chester Gate, London NW1 pursuant to the planning permission to be granted under reference 2009/3041/P

2.14 "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

- 2.15 "the Listed Building Consent" a listed building consent granted for the Development on 4 December 2009 in the form annexed hereto
- 2.16 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.17 "the Parties" mean the Council and the Owner
- 2.18 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 16 September 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/3916/P subject to conclusion of this Agreement
- 2.19 "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
- 2.20 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.21 "Practical Completion " means the date of issue of the certificate of practical completion by the architect or other appropriately qualified person under the building

contract(s) for the carrying out of the Building Works

- 2.22 "the Property" the land known as 72 Delancey Street London NW1 7SA the same as shown shaded grey on the plan annexed hereto
- 2.23 "Registered Social Landlord" a registered social landlord registered as such by the Regulator who has entered into an agreement with the Council to secure the units of Affordable Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme
- 2.24 "Regulator" means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) and any successor organisation
- 2.25 "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
- 2.26 "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
- 2.27 "RTA Payment" the net sale proceeds of the relevant unit disposed under a statutory right to acquire after

allowing for any discount required under statute to be given on the purchase price of the relevant unit to the person concerned

2.28 "Scheme Completion"

means the date on which the Owner demonstrates to the Council's reasonable satisfaction (as evidenced by written notice from the Council in accordance with the requirements of this Agreement to that effect) that the Building Works have been completed in accordance with the Development Standards

2.29 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator and successor bodies from time to time and (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing and (c) the units are managed by a Registered Social Landlord who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

**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, 7, 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 and the Council 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 4.2 for all relevant purposes.

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

##### 4.1 **AFFORDABLE HOUSING**

- 4.1.1 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Unit as approved by the Council (acting reasonably) suitable for occupation as Affordable Housing and thereafter to proceed with and complete

such works in a good and workmanlike manner using good quality materials in accordance with the specification approved by a Registered Social Landlord.

- 4.1.2 Subject to clause 10 to ensure that the Affordable Housing Unit shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator.
- 4.1.3 Not to Occupy or allow Occupation of any part of the Development until such time as the works of construction conversion and fitting out of the Affordable Housing Unit has been completed in accordance with the requirement of Sub-Clause 4.1.1 4.1.4 and 4.1.5 hereof.
- 4.1.4 Within 15 working days of the Council receiving notice of Practical Completion from the Owner as referred to in sub clause 7.2 the Council shall inspect the Building Works and shall issue the Owner with either:
- (a) a certificate of Scheme Completion or
  - (b) a notice from the Council (acting reasonably) specifying that a certificate of Scheme Completion shall not be issued which also sets out in which respects the Building Works fail to comply with the Development Standards together with a specification of the works which the Council reasonably requires to be carried out in order to achieve Scheme Completion.
- 4.1.5 The Owner shall carry out the works specified in the notice referred to in sub clause 4.1.4 (b) above as soon as reasonably practicable and on completion of such works shall notify the Council and the provisions of sub clause 4.1.4 and this sub clause 4.1.5 shall be repeated as often as may be necessary until a certificate of Scheme Completion is issued.
- 4.1.6 Subject to clause 10 to ensure that the Affordable Housing Unit is constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria

contained in the housing policies utilised for development control purposes in the prevailing Council's Unitary Development Plan.

- 4.1.7 The Owner shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Unit or any part thereof or assign any of its rights obligations duties under this Agreement without the Council's consent and the Council agrees that its consent shall not be withheld where the Owner is directed by the Regulator to assign such rights, obligations or duties or on a disposal which falls within the Excluded Categories
- 4.1.8 To ensure that all payments of the Affordable Housing Payment received by the Owner shall be applied by the Owner exclusively for the purpose of meeting the costs of the Owner in or towards the carrying out of the Building Works including all associated costs and expenses and any VAT thereon or the refurbishment of such other units of Affordable Housing or supported housing managed by the Owner at such other locations as may be agreed by the Council in writing.
- 4.1.9 To keep full and complete records of sums received as part of the Affordable Housing Payment and all expenditure relating to sums received as part of the Affordable Housing Payment and such records together with all relevant invoices, receipts, accounting records, and other associated documents shall be retained for a period of six years thereafter and the Owner agrees (at its own expense) to permit the Council its agents and any officials of the Regulator or the National Audit Office to inspect all such books and records and to make copies thereafter for the purpose of verifying expenditure.
- 4.1.10 To comply with all reasonable written requests of the Council to have access to any part of the Affordable Housing Unit for the purpose of monitoring compliance with the obligations in this clause 4.1 on the part of the Owner such compliance to be within seven days of such request being made save where the owner can demonstrate to the Council's reasonable satisfaction that it is unable to secure such access within that timescale in which case compliance shall be as soon as the Owner can reasonably secure it. -



4.1.11 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in sub-clauses 4.1 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Unit (“the Registered Proprietor”) (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver or administrative receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Unit (whether solely or together with other property) for a period of three months then any mortgagee or chargee of the Affordable Housing Unit or any such receiver or administrative receiver shall serve written notice (“the Default Notice”) upon the Council.
- ii) In the event of service of a Default Notice the Council shall be at liberty for a period of three calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Housing Unit at full value therefore as the case may be
- iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Unit within the three calendar month period specified above (“the Specified Period”) on the terms specified above then should the Mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Unit or otherwise enforce its security in relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Unit and shall cease to bind the Affordable Housing Unit ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title

to the Affordable Housing Unit after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clauses 4.1 hereof as will any person deriving title therefrom

AND PROVIDED FURTHER that the obligations in this clause 4.1.11 shall not require a mortgagee receiver or administrative receiver to act contrary to its duties under a charge or mortgage of an Affordable Housing Unit and such mortgagee receiver or administrative receiver shall be entitled in any negotiations with another Registered Social Landlord to protect the interest of the mortgagee in respect of any monies outstanding under any charge or mortgage

4.1.12 Any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or right to buy pursuant to the Housing Act 1985 (or any statutory successor) shall be released from the obligations of Clause 4.1 hereof ALWAYS PROVIDED that the Owner has paid to the Council the RTA payment within 28 days following receipt of all monies in respect of the sale to such tenant or purchaser.

#### 4.2 **CAR FREE**

4.2.1 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.

4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.

4.2.3 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 4.2.1 of this Agreement.

## **5. OBLIGATIONS OF THE COUNCIL**

The Council hereby covenants:

- 5.1 In making its judgement as to whether to issue a certificate of Scheme Completion or not, to (a) act reasonably and (b) take into account the issue of a certificate of Practical Completion by the architect or other appropriately qualified person under the building contract(s) for the carrying out of the Building Works and other relevant material submitted by the Owner.
- 5.2 Subject to the provisions of clause 4.1 hereof to pay the Affordable Housing Payment to the Owner as follows:-
- (i) Within 21 days of Council receiving notice of Implementation as referred to in sub-clause 7.1 the sum of £520,000 (five hundred and twenty thousand pounds);
  - (ii) Within 21 days of Scheme Completion the sum of £280,000 (two hundred and eighty thousand pounds)

ALWAYS PROVIDED that the obligations in this clause 5.2 shall only become binding upon the Council on receipt of the Affordable Housing Contribution.

## **6. AFFORDABLE HOUSING PAYMENT CEASING TO BE PAYABLE/ REPAYMENT OF AFFORDABLE HOUSING PAYMENT**

- 6.1 Without prejudice to any other right or remedy the Council may have, the parties agree that in the event of the Owner breaching the terms of this Agreement in the following ways:-

- (i) the Owner cannot demonstrate to the Council's reasonable satisfaction that all payments of the Affordable Housing Payment received by the Owner have been applied by the Owner exclusively for the purpose of meeting the costs of the Owner towards the carrying out of the Building Works and securing the subsequent use of the Affordable Housing Unit as Affordable Housing including all associated costs and expenses and any VAT thereon or applied towards the refurbishment of such other units of Affordable Housing or supported housing managed by the Owner at such other locations as agreed by the Council in writing.
- (ii) at any time during the Development Period (and thereafter in respect of any defects liability) the Owner fails to comply in any material respect with the Development Standards in the carrying out of the Building Works;
- (iii) if after Scheme Completion the provisions of sub clause 4.1.10 are not complied with in respect of the Affordable Housing Unit;
- (iv) the Owner sells or disposes of the Affordable Housing Unit EXCEPT WHERE such disposal falls within one of the Excluded Categories

the Council may serve a written notice on the Owner requiring the breach of the Agreement to be remedied within a reasonable period (but forthwith in the case of emergency) from the date of service of such notice ("the Initial Notice") and in the event of the relevant breach not being remedied by the Owner to the Council's reasonable satisfaction within the timescale reasonably specified in the Initial Notice the Council may serve a further notice on the Owner ("the Final Notice").

- 6.2 On service of the Final Notice all liability on the part of the Council to make any further payment of the Affordable Housing Payment shall cease and the Owner shall repay in full to the Council within fourteen days of service of the Final Notice each payment of the Affordable Housing Payment made under this Agreement up to the date of service of the Final Notice TOGETHER WITH (if such repayment is made more than three months from the date of the original payment of Affordable Housing Payment) a further sum being equal to the original payment of Affordable Housing Payment multiplied by a figure being a fraction of which the ALL items Index of Retail Prices ("the AIIRP") figure published by the Office of National Statistics at the date

hereof is the denominator and the last AIIRP figure published before the date such repayment is made less the last published AIIRP figure at the date hereof as the numerator

6.3 This provision in clause 6.1 and 6.2 above shall remain in force and binding for a period of 25 years from the date of this Agreement unless it is terminated earlier either by

- (i) repayment by the Owner under Clause 6.2 of the whole of the Affordable Housing Contribution or such part of it as the Council shall have advanced; or
- (ii) repayment by the Association other than under Clause 6.2 of the whole of the Affordable Housing Payment TOGETHER WITH (if such repayment is made more than three months from the date of the original payment of Grant) a further sum being equal to the original payment of Grant (or the proportion of the Grant that falls to be repaid) multiplied by a figure being a fraction of which the ALL items Index of Retail Prices ("the AIIRP") figure published by the Office of National Statistics at the date hereof is the denominator and the last AIIRP figure published before the date such repayment is made less the last published AIIRP figure at the date hereof as the numerator.

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

7.1 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.

7.2 Within seven days following Practical Completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 8.1 hereof quoting planning reference 2009/3916/P the date upon which the practical completion has taken place together with a copy of the relevant certificate of practical completion.

- 7.3 In the event that any part of the Affordable Housing Unit after Scheme Completion permanently ceasing to be used for Affordable Housing the Owner shall serve written notice to that effect on the Council forthwith (but no notice need be served in circumstances where the use ceases for a temporary period during which works of repair renewal improvement or reinstatement are being carried out).
- 7.4 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.
- 7.5 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 jointly and severally 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.
- 7.6 Payment of any monies under this Agreement by the Owner shall be made by the Owner sending the full amount in the form of a Banker's Draft or Solicitor's client account cheque or a cheque drawn on a clearing bank within the time specified in this Agreement to the Council together with a letter specifically referring to the name date and parties to the Agreement and citing the clause of the Agreement to which the payment relates such letter to be addressed to the Finance and Business Unit, Culture and Environment Department, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7.7 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 Council.

- 7.8 All monies 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.
- 7.9 All monies payable to the Owner under the Agreement shall be placed in a separate interest bearing account and the Council shall upon written request pay all interest earned thereon to the Owner.

8. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 8.1 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 2009/3916/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.
- 8.2 This Agreement shall be registered as a Local Land Charge.
- 8.3 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.
- 8.4 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 enter a restriction in the following standard Form L:-

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer for the disponee that the provisions of Clause 4.1.7 of an Agreement dated [ ] made between Community Housing Association Limited and the Mayor and Burgesses of the London Borough of Camden have been complied with or that they do not apply to the disposition. "

and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Register of the title to the Property.

- 8.5 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.
- 8.6 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.
- 8.7 No failure or delay by the Council to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any exercise of the same, or of some other right, power or remedy.
- 8.8 The parties acknowledge that in paying the Affordable Housing Payment the Council gives no warranty or representation whatsoever as to the viability of the Affordable Housing Unit or its use as Affordable Housing, whether financial, legal or otherwise.



8.9 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.

8.10 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.

9. **RIGHTS OF THIRD PARTIES**

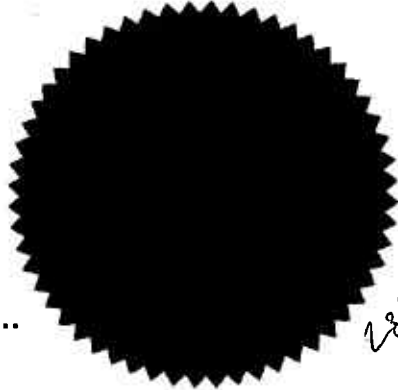
9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement


10. **REPLACEMENT PROPERTY**


10.1 In the event of the Owner providing written evidence to the Council at any time following the period of 30 years after the date hereof (or such other time frame as may be agreed by the Council in writing) demonstrating to the Council's reasonable satisfaction as evidenced by formal written notice to that effect that (i) it would not be cost effective to the Owner to have the obligations under this Agreement continue in relation to the Property and (ii) providing an alternative property to be substituted for the Property then the Owner and the Council will use all reasonable endeavours to enter into such documents and do such acts as may reasonably be appropriate in order to release the Property from the terms herein contained and substitute the agreed alternative property as the Property whereupon the terms of this Agreement shall affect the property so substituted as though it were the Property but the terms of this clause 10 shall come into effect in relation thereto to the intent that a new such substitution may take place after the period of 30 years has elapsed following any such substitution from time to time

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed the day and year first before written

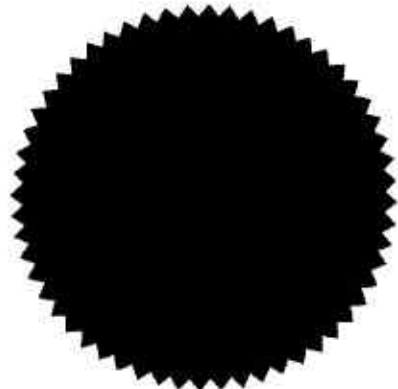
THE COMMON SEAL OF  
COMMUNITY HOUSING  
ASSOCIATION LIMITED  
was hereunto affixed  
in the presence of:-




  
.....  
Authorised Signatory

  
.....  
Authorised Signatory

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



  
.....  
Authorised Signatory

Mr Simon Agate  
Project 5 Architecture  
8 Waterson Street  
London  
E2 8HL

Application Ref: **2009/3930/L**  
Please ask for: **Gavin Sexton**  
Telephone: 020 7974 **3231**

4 December 2009

Dear Sir

### **DECISION**

Planning (Listed Building and Conservation Areas) Act 1990  
Planning (Listed Buildings and Conservation Areas) Regulations 1990

#### **Listed Building Consent Granted**

Address:  
**72 Delancey Street**  
London  
**NW1 7SA**

Proposal:  
Internal and external alterations in association with change of use of basement flat & hostel into single dwelling house.

Drawing Nos: Site Location Plan 6210-DL72-E00; 6210-DL72-E01/A; E02; E03; E04; E05; E06; E07; E08; E09; E10; P01; P02; P03; P04; P05; P06; P07; P08; P09; P10; P11; P12A; P13; P14; P15; P16; P17; P18; Specifications; Boiler Flue specifications (sheets numbered 1 & 2); Schedule of Work;

The Council has considered your application and decided to grant Listed Building Consent subject to the following conditions:

#### Conditions and Reasons:

- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.



Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 All new work and work of making good shall be carried out to match the original work as closely as possible in materials and detailed execution.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy B6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 The works hereby approved are only those specifically indicated on the drawing(s) referred to above.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy B6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informatives:

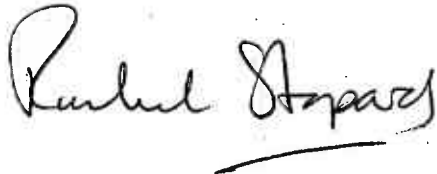
- 1 Reasons for granting listed building consent.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policy B6 (listed buildings). For a more detailed understanding of the reasons for the granting of this listed building consent, please refer to the officers report

- 2 You are reminded that any internal works of alteration or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.
- 3 You are advised, for the avoidance of doubt, that any works that require planning permission should not take place unless and until planning permission has been granted pursuant to the concurrent linked planning application [Ref: 2009/3916/P].

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully



Rachel Stopard  
Director of Culture & Environment

It's easy to make, pay for, track and comment on planning applications on line. Just go to [www.camden.gov.uk/planning](http://www.camden.gov.uk/planning).

Mr Simon Agate  
Project 5 Architecture  
8 Waterson Street  
London  
E2 8HL

Application Ref: **2009/3916/P**

3 December 2009

Dear Sir/Madam

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

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

Address:  
**72 Delancey Street**  
London  
**NW1 7SA**

Proposal:  
Change of use of basement flat (Class C3) & hostel (Sui Generis) at ground, first, second and third floor levels into single family dwelling house (Class C3) with associated window alterations.

**DECISION**  
Drawing Nos: Site Location Plan 6210-DL72-E00; 6210-DL72-E01/A; E02; E03; E04; E05; E06; E07; E08; E09; E10; P01; P02; P03; P04; P05; P06; P07; P08; P09; P10; P11; P12A; P13; P14; P15; P16; P17; P18; Specifications; Boiler Flue specifications (sheets numbered 1 & 2); Schedule of Work; Letter from Kevin Beirne dated 06/11/2009; Sustainability statement, Nov 2009;

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 policies B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

**DRAFT**

Informative(s):

- 1 The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies SD1A (Quality of life), SD2 (Planning obligations), SD6 (Amenity for occupiers and neighbours), H2 (Affordable housing), H9B (Loss of hostels), B1 (General design principles), B3A (Alterations and extensions), B6 (Listed buildings), B7 (Conservation areas), T3 (Pedestrians and cycling) and T8 (Car free housing and car capped housing). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.
- 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 2363).
- 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 Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email [ppp@camden.gov.uk](mailto:ppp@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://www.camden.gov.uk/pollution)) 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.
- 4 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Street Environment Service (Waste) on 020 7974 6914 or see the website

**DECISION**

[www.camden.gov.uk/waste](http://www.camden.gov.uk/waste)

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 You are advised that policy H7 of the Replacement Unitary Development Plan 2006 encourages all new housing developments to be accessible to all and meet "Lifetime Homes" standards, and the Council welcomes any measures that can be introduced to facilitate this. You are advised to consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ. (tel: 020-7974 2310) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.

**DRAFT**

Yours faithfully

Culture and Environment Directorate

**DECISION**





# 72 Delancey Street, London NW1 7SA



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DATED 5TH MARCH 2010

**(1) COMMUNITY HOUSING ASSOCIATION LIMITED**

and

**(2) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**  
relating to land known as  
**72 DELANCEY STREET LONDON NW1 7SA**  
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 6007  
Fax: 020 7974 2962

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