



THIS AGREEMENT is made the

20th

day of

December

One thousand nine hundred and eighty two B E T W E E N COMYN CHING & COMPANY (LONDON) LIMITED whose registered office is situated at 110 Golden Lane London EC1 (hereinafter called "the Owner") of the one part and THE MAYOR AND BURGESSSES OF THE BOROUGH OF CAMDEN of Town Hall London Road London WC1 (hereinafter called "the Council") of the other part

WITNESSETH

(1) The Owner is registered at H.M. Land Registry with Absolute

Title as proprietor of the land known as the Comyn Ching Triangle 45-71 (odd) Kenmouth Street 19-31 (odd) Mercer Street and 1-5 and 9-21 (odd) Shelton Street London WC2 (hereinafter called "the land")

(2) The Council is the local planning authority for the London Borough of Camden in which the land is situate for the purposes of the provisions of the Town and Country Planning Act 1971 (hereinafter called "the Act")

(3) On 4th November 1981 the Council granted planning permission") (hereinafter called "the said permission") for development of the land subject to the conditions set out in the First Schedule hereto and granted listed building consent (hereinafter called "the said consent") for the carrying out of works to the buildings on the land subject to the conditions set out in the Second Schedule hereto.

(4) The said permission and the said consent contemplate the rehabilitation and restoration of the buildings on the land at 53-71 Kenmouth Street 21-27 Mercer Street and 1-5 and 9-19 Shelton Street and the use of the upper floors of 11-19 Shelton Street and the whole of 21-27 Mercer Street for residential purposes the use of the upper floors of 53-71 Kenmouth Street and the upper floors of 1-9 Shelton Street for office purposes and the use of the ground floors of 53-71 Kenmouth Street and 1-5 and 9-19 Shelton Street for retail purposes.

(5) The said permission also contemplates the demolition

of 49-51 Monmouth Street including 29-31 Mercer Street and 21  
Shelton Street including 19 Mercer Street for which listed  
building consent was granted by the Council on 10th June 1977  
(hereinafter called "the 1977 consent") and the redevelopment  
of 49-51 Monmouth Street including 29-31 Mercer Street for office  
purposes with shop/showroom on the ground floor and 21 Shelton  
Street including 19 Mercer Street for use for residential  
purposes.

(6) The Owner is desirous of implementing the said permission  
the said consent and the 1977 consent and accordingly on 25th Janu  
1982 an application was made on behalf of the Owner for approval  
of the details required by additional conditions 2 and 3 of the  
said permission relating to the layout of the proposed residential  
accommodation and the landscaping of the internal courtyard to  
be known as Ching Court (hereinafter called "Ching Court").

(7) By letter dated 23rd March 1982 the Council approved the  
said details of the landscaping of Ching Court with the exception  
of the detail of the pedestrian access through 49-51 Monmouth  
Street which was not approved and which will be the subject of  
further consideration by the Owner and the Council notified the  
Owner of the need to obtain listed building consent to satisfy  
the conditions attached to the said consent.

(8) The Owner plans to carry out a phased implementation of the  
said permission of the said consent and of the 1977 consent and  
accordingly condition 5 of the said permission which was imposed  
on the assumption that the land was likely to be developed at  
the same time and which requires the whole of the proposed  
residential development to be completed and available for  
occupation before any part of the whole development is brought  
into use is inappropriate.

(9) The Council is accordingly prepared to waive the requirement  
of the said condition 5 on the understanding that if the Owner  
decides to implement the said permission the said consent and  
the 1977 consent the Owner will agree to carry out a phased  
programme of works to implement the said permission the said  
consent and the 1977 consent.

(10) The Owner and the Council have therefore agreed to make further provision to regulate development of the land in the manner hereinafter appearing and pursuant to the statutory powers hereinafter referred to

NOW THIS DEED WITNESSETH as follows :-

1. THIS agreement is made in pursuance of section 126 of the Housing Act 1974 and section 16 of the Greater London Council (General Powers) Act 1974
2. This agreement is conditional upon the implementation of the said permission the said consent and the 1977 consent by the carrying out in the case of the said permission of a specified operation as defined in section 43 of the Act and in the case of the said consent and the 1977 consent by the commencement of works in accordance with those consents
3. The Council hereby agrees to waive the requirements of condition 5 of the said permission.
4. THE Owner hereby covenants with the Council that it will carry out the works to implement the said permission the said consent and the 1977 consent in accordance with the phasing programme set out in the Third Schedule hereto or such other phasing programme as may be agreed between the Owner and the Council in accordance with the diagram marked Appendix A and in accordance with the clauses set out below
5. THE Owner hereby covenants with the Council that the office accommodation to be provided at 53-63 Rownmouth Street in accordance with Phase 1 of the programme of works set out in the Third Schedule hereto shall not be occupied until such time as the residential accommodation to be provided at 11-19 Shelton Street in accordance with Phase 1 of the programme of works set out in the Third Schedule hereto has been provided and the residential accommodation has been refurbished to the specification described in the Fourth Schedule.
6. THE Owner hereby covenants with the Council that the office accommodation to be provided at 49-51 Rownmouth Street including 29-31 Mercer Street in accordance with Phase 2 of the programme

of works set out in the Third Schedule hereto shall not be occupied until such time as the programme of works the subject of Phase 1 set out in the Third Schedule hereto have been completed and until such time as the residential accommodation to be provided at 21 Shelton Street including 19 Mercer Street and 21-27 Mercer Street in accordance with Phase 2 of the programme of works set out in the Third Schedule hereto has been provided and the new residential accommodation has been constructed to a standard equivalent to that set out in the Fourth Schedule and the other residential accommodation has been refurbished to the specification described in the Fourth Schedule

7. THE Owner hereby covenants with the Council that before commencing each of Phases 1 2 and 3 of the programme of works set out in the Third Schedule hereto it will submit details of the landscaping of Ching Court to be included in that particular Phase to the Council for its approval
8. THE Owner hereby covenants with the Council that it will obtain any necessary grant(s) of listed building consent from the Council before it commences any of the phases set out in the Third Schedule hereto or as may otherwise be agreed by the Council.
9. THIS Agreement is without prejudice to and shall not be construed as derogating from any of the rights and powers of the Council pursuant to any of its statutory functions or in any other capacity.
10. The expression "the Owner" and "the Council" shall where the context so admits include their respective successors in title and assigns

IN WITNESS whereof the parties hereto have hereunto affixed their Common Seals the day and year first before written

#### FIRST SCHEDULE

##### Standard Condition

The development hereby permitted must be begun not later than the expiration of five years from the date on which this permission is granted

##### Additional Conditions

1. Details of the elevations and facing materials to be used on

the buildings shall not be otherwise than those as shall have been submitted to and approved by the Council before any building operations on the relevant part of the scheme are commenced.

2. Details of the layout of all the residential units shall be submitted and approved prior to the commencement of works on these parts of the scheme.
3. Details of the landscaping of the courtyard shall be submitted and approved by the Council before any building operations on the site are commenced.
4. Steps shall be taken to ensure that none of the residential units to be provided suffer loss of amenity from lack of sound-proofing and details of the method to be used shall be submitted for the Council's approval before the work on the said units begins.
5. The whole of the proposed residential accommodation shall be completed and available for occupation before any part of the whole development is brought into use.

#### SECOND SCHEDULE

1. That in respect of 53-71 (odd) Monmouth Street 21-27 (odd) Mercer Street 1-19 (odd) Shelton Street the internal planning is understood to be indicative only of the manner in which the general distribution of shop office and residential accommodation is to be arranged and detailed drawings in respect of each individual building shall be submitted to and approved by the local planning authority in consultation with the GLC's Historic Buildings Division prior to the commencement of the relevant part of the work.
2. That detailed drawings to a scale of not less than 1:20 in respect of the new or modified shop front to 61 63 65 and 67 Monmouth Street and 3 5 7 9 11 13 and 15 Shelton Street together with the new doors opening on to Ching Court shall be submitted to and approved by the respective authorities prior to the commencement of works.
3. That detailed drawings in respect of the landscaping of Ching Court shall be submitted to and approved by the respective authorities prior to the commencement of the relevant part of

the works.

4. That samples of all external facing materials to be employed in making good generally and in particular as regards partial reconstruction of the rear walls of the buildings following demolition of out buildings shall be provided and approved by the respective authorities prior to the commencement of the relevant part of the works.

5. The stability of the structures to remain shall be ensured to the satisfaction of the local planning authority in conjunction with the GLC's Historic Buildings Division before demolition of the remainder is commenced.

The walls and foundations of the said structures shall be strengthened by such controlled grouting reinforcement shoring stitching and ties as may be necessary and approved by the respective authorities in writing and repaired so as to ensure they can stand as stable structures held by shores or supports if required

6. The floors and roofs to be retained shall be properly strutted and supported to the satisfaction of the local planning authority in consultation with the GLC and the structures shall be given weather protection until the new buildings can provide support and protection.

7. That all works of making good shall be carried out so as to match the existing original work as closely as possible in terms of material and detailed execution.

8. That measured surveys and working drawings in respect of the existing interiors of 49 Monmouth Street (including the staircase panelling and chimney pieces) and the interior of 55 Monmouth Street sufficient to demonstrate the feasibility of incorporating the former into the latter shall be submitted to and approved by the local planning authority in consultation with Officers of the GLC Historic Buildings Division prior to the demolition of No.49

### THIRD SCHEDULE

#### PHASE 1

The retail and office rehabilitation of 53-63 Monmouth Street the retail and residential rehabilitation of 11-19 Shelton Street and the carrying out of landscaping to that part of Ching Court which in accordance with the diagram marked Appendix A hereto falls within this Phase.

#### PHASE 2

The works of construction of the new residential building at 21 Shelton Street including 19 Mercer Street and the works of construction of the new building at 45-51 Monmouth Street including 29-31 Mercer Street which will contain office

Chief Executive  
London Borough of Camden

Dear Sir,

COMYN CHING

Further to the Agreement under Section 52 of the Town and Country Planning Act 1971 of even date herewith between Comyn Ching and Company (London) Limited and the London Borough of Camden, the Council has asked Comyn Ching to provide dates for the three phases set out in that Agreement.

Provided there are no unexpected delays and that all relevant matters are dealt with promptly by the local and central authorities and statutory undertakers involved, I would advise you that the anticipated dates for the completion of the three phases are as follows:-

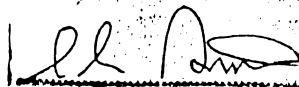
Phase 1 - Start 27th September 1982 to complete October/November 1983.

Phase 2 - 20 months after commencement of Phase 1.

Phase 3 - 19 months after completion of Phase 2.

Yours faithfully,

FOR AND ON BEHALF OF THE COMPANY  
COMYN CHING & CO. (LONDON) LTD.



DIRECTOR

SEVEN  
DALS

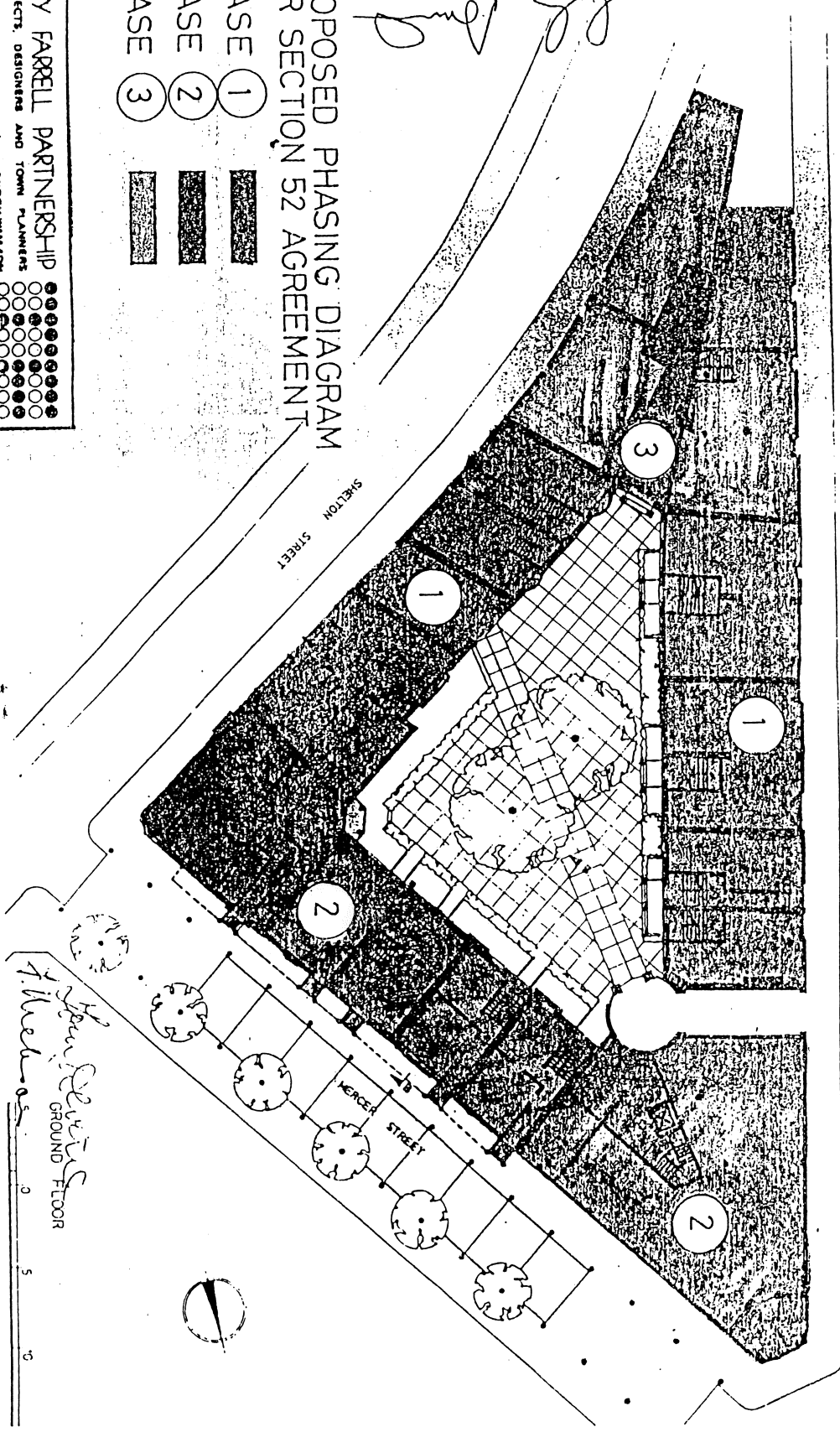
MONMOUTH STREET

*J.P. Anderson*

PROPOSED PHASING DIAGRAM  
FOR SECTION 52 AGREEMENT

- PHASE 1
- PHASE 2
- PHASE 3

TERRY FARRELL PARTNERSHIP  
ARCHITECTS, DESIGNERS AND TOWN PLANNERS  
1000 MONMOUTH STREET  
LONDON W14 4DH





and shop/showroom uses and the residential rehabilitation of 21-27 Mercer Street and the carrying out of landscaping to that part of Ching Court which in accordance with the diagram marked appendix A hereto falls under this Phase

PHASE 3

The retail and office rehabilitation of 1-5 and 9 Shelton Street and 65-71 Monmouth Street and the carrying out of landscaping to that part of Ching Court which in accordance with the diagram marked Appendix A hereto falls within this Phase

FOURTH SCHEDULE

The refurbishment of the residential units shall be carried out by the owner in accordance with detailed plans first approved by the Council (including any necessary listed building approvals required) For the purposes of this agreement the definition of refurbishment shall be limited to the structural fabric of each building to include the foundations external walls (including party walls) windows and external doors, the roof structure and chimneys all internal load bearing walls floor joists floors and staircase the provision of statutory services and all works to such a standard as required to meet the reasonable requirements of the district surveyor.

THE COMMON SEAL of COMYN CHING  
AND COMPANY (LONDON) LIMITED  
was hereunto affixed in the  
presence of:

Director

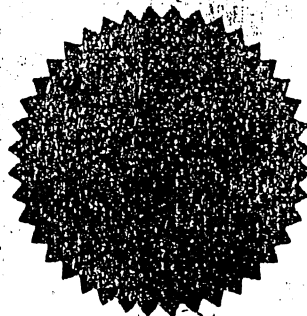
Secretary

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

Mayor *Tom Swire*

*J. Nicholson*

Chief Executive  
and Town Clerk



*Please read  
Plan*