

DATED

24 April

2017

(1) CENTRAL LINK PROPERTIES LIMITED

and

(2) COMMERCIAL ACCEPTANCES LIMITED

and

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

A G R E E M E N T

relating to land known as

59 Hampstead High Street, London NW3 1QH (59 Bakers Passage, London NW3 1RH)
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/OO.1800.126
Final



THIS AGREEMENT is made the 24th day of April 2017

B E T W E E N:

1. **CENTRAL LINK PROPERTIES LIMITED** (Co. Regn. No. 03228725) whose registered office is at Palladium House, 1/4 Argyll Street, London, W1F 7LD (hereinafter called "the Leaseholder") of the first part
2. **COMMERCIAL ACCEPTANCES LIMITED** (Co. Regn. No. 01715185) whose registered office is at 100 George Street, London W1U 8NU (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL953834 subject to a charge to the Mortgagee.
- 1.2 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Council is registered at the Land Registry as the freehold proprietor with Title Absolute of the Property under Title Number NGL851649.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 28 November 2016 and the Council resolved to grant permission conditionally under reference number 2016/6516/P subject to the conclusion of this legal Agreement.
- 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.

- 1.5 For that purpose the Leaseholder 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 NGL953834 and dated 9 October 2015 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" Change of use of existing 3 bed maisonette to 3no. flats (2 x 1 bed and 1 x 2 bed) and the installation of replacement terrace balustrading at first and fourth floor levels as shown on drawing numbers:- OS Location Plan, 59BKS - F001, 59BKS - F102, 59BKS - F101 H, 59BKS - F102C
- 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 and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.6 "the Parties" mean the Council the Leaseholder 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 28 November 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/6516/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 for the Development substantially in the draft form annexed hereto
- 2.10 "the Property" the land known as 59 Hampstead High Street, London NW3 1QH (59 Bakers Passage, London NW3 1RH) the same as shown shaded grey on the plan annexed hereto
- 2.11 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by

residents of the locality in which the Development is situated

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

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act and Section 16 of the Greater London Council (General Powers) Act 1974, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Leaseholder as provided herein and against any person deriving title to any part of the Property from the Leaseholder and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers PROVIDED HOWEVER that the Council shall not be bound by the obligations of the Leaseholder in this Agreement insofar as it is the freehold owner and the obligations of the Leaseholder contained herein will only be bound to the freehold proprietor deriving title to the freehold of the Property from the Council and any subsequent derivatives of title thereafter.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the

covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

4. **OBLIGATIONS OF THE LEASEHOLDER**

4.1 **Car free**

- 4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier 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:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

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

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

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2016/6516/P the date upon which the Development will be ready for Occupation.

5.3 The Leaseholder 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 Leaseholder 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 Leaseholder's possession (at the Leaseholder's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Leaseholder 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 Leaseholder 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.

- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
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 reference number 2016/6516/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 Leaseholder 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 Leaseholder hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights,

powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Leaseholder 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 effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

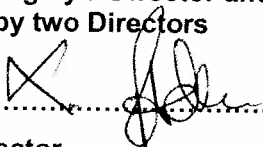
- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

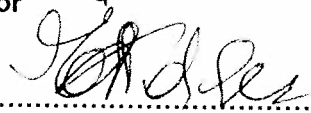
8. RIGHTS OF THIRD PARTIES

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 Leaseholder and the Mortgagee have executed this instrument as their Deed the day and year first before written


EXECUTED AS A DEED BY)
CENTRAL LINK PROPERTIES LIMITED)
acting by a Director and its Secretary)
or by two Directors)


.....
Director

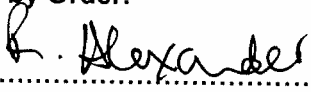

.....
Director/Secretary

EXECUTED AS A DEED BY)
COMMERCIAL ACCEPTANCES LIMITED)
By)
in the presence of:-)

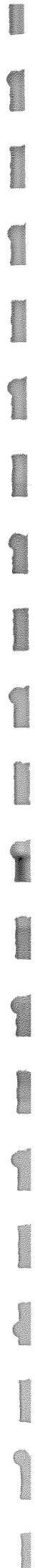

.....

Witness signature: 
Witness name: CHARLES CRITCHER
Witness address: 100 GEORGE ST.
Witness occupation: London W1U 8AU
Bank Manager

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

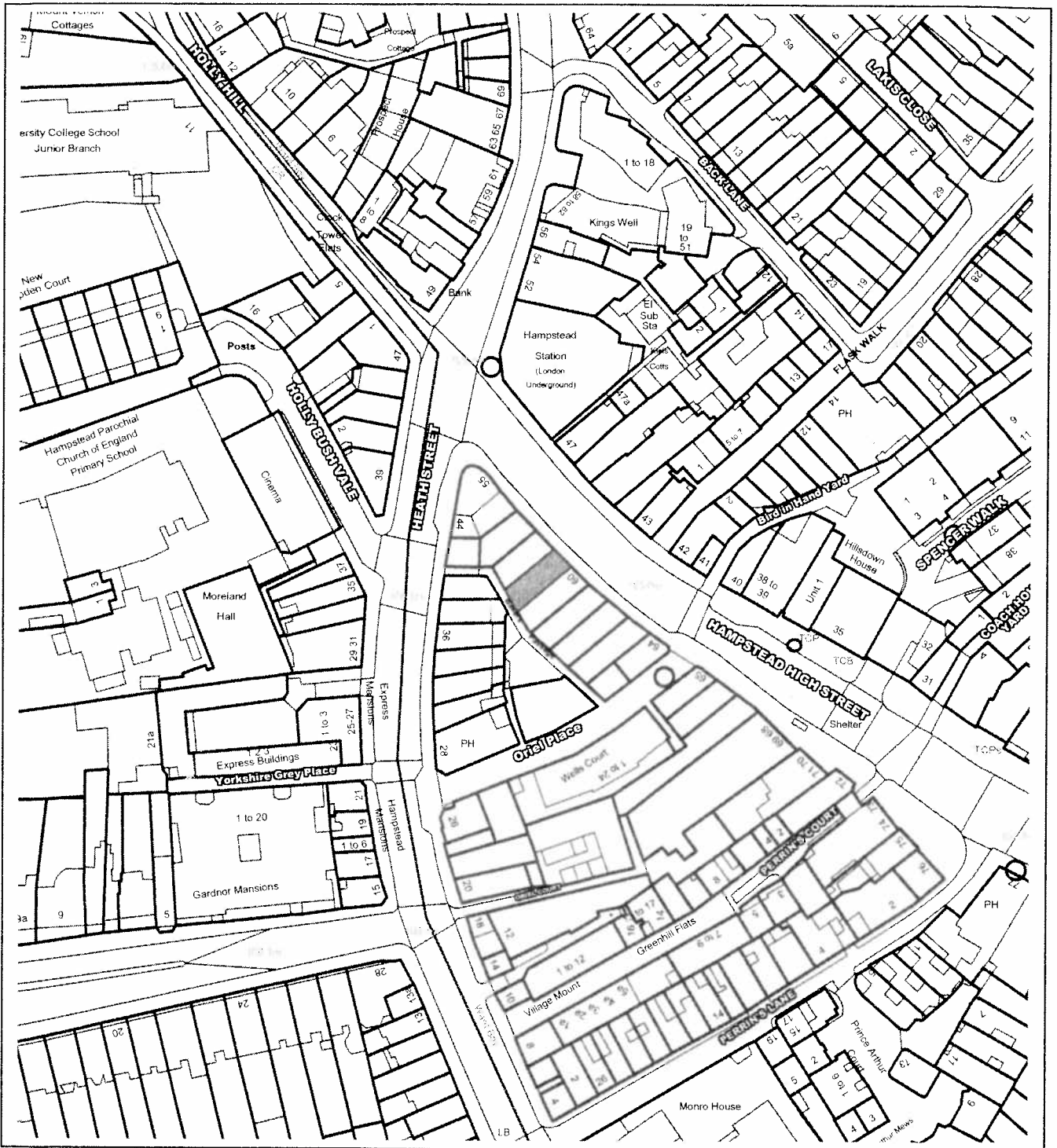

.....
Authorized Signatory





R. Alexander

NORTHGATE SE GIS Print Template



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.



TM Design & Build Limited
28-30 Cricklewood Broadway
London
NW2 3HD

Application Ref: **2016/6516/P**

15 March 2017

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:
59 Bakers Passage
London
NW3 1RH

DECISION
Proposal:
Change of use of existing 3 bed maisonette to 3no. flats (2 x 1 bed and 1 x 2 bed) and the installation of replacement terrace balustrading at first and fourth floor levels.
Drawing Nos: OS Location Plan, 59BKS - F001, 59BKS - F102, 59BKS - F101 H, 59BKS - F102 C

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 The development hereby permitted shall be carried out in accordance with the following approved plans ref: OS Location Plan, 59BKS - F001, 59BKS - F102, 59BKS - F101 H, 59BKS - F102 C

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

- 3 The residential flats as indicated on the plan number/s hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2), evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Details of screening for the terraces at 1st and 4th floor levels to prevent overlooking of adjacent dwellings shall be submitted to and approved in writing by the local planning authority. The details as approved shall be implemented at the site prior to the first occupation of the dwelling hereby approved.

Reason: In order to prevent overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy, policy DP26 of the London Borough of Camden Local Development Framework Development Policies and policy A1 of the London Borough of Camden Local Plan Submission Draft

Informative(s):

- 1 Reasons for granting permission:

The application site is the existing 1st-4th floor maisonette at 59 Bakers Passage which is located above the ground floor commercial unit at 59 Hampstead High Street. Bakers Passage is a narrow alleyway to the rear of the commercial units on Hampstead High Street, which provides access to the residential units above the shops. It is accessed from Oriol Place.

The site is located within Hampstead Town Centre and Hampstead Conservation Area.

The application is for the change of use of the existing 3 bed maisonette to provide

2 x 1 bed and 1 x 2 bed flats.

The conversion is acceptable in this case. Although, the proposed housing mix would not meet the Council's preferred housing mix of 40% 2 bed units, it is acknowledged that the proposed conversion is the most practical way of converting the property and a 2 bed unit would still be provided in the scheme. Some of the adjacent units on this parade are sub-divided into three flats at upper floor level; therefore the proposed conversion would be consistent with the local housing mix and character.

The development would provide 2 x 1 bed single occupancy units and a 2 bed/3 person occupancy unit. The proposed internal floor areas of two of the three units would comply with the national floorspace standards. The second floor flat at 36sqm would be 1sqm below the required 37sqm standard, however this is a minor deviation and this unit would provide a good internal layout which would match the flat below and would provide adequate living conditions for future occupiers. The development would also provide good living conditions in other respects including dual aspect units with good provision for natural daylight and outlook, adequate access and internal circulation space. The terraces would also provide some outdoor amenity space.

The access to the development would be via Bakers Passage and Oriel Place which is an established situation and the existing maisonette and neighbouring flats are all accessed in this way. The development would be secured as a car free development by legal agreement. The constraints of the site mean that it is not possible to provide cycle parking; however the site is located in a town centre location close to Hampstead Underground Station, several bus routes and local shops and services.

No construction management plan is considered necessary for this development. Construction works are only permitted to take place between 8am to 6pm on Monday to Friday, and 8am to 1pm on Saturdays.

The only external alterations would be the replacement of the existing glazed terrace balustrading with black painted metal railings which would be more in keeping with the character of the building and conservation area.

The development would not impact on the amenity of neighbouring residents.

The proposed flats would have internal refuse storage for the storage of sacks which would be placed out on the highway on collection day. This arrangement is considered to be acceptable for this site.

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 Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

The planning history of the site was taken into account when coming to this decision. No objections were received from local residents.

As such, the proposed development is in general accordance with policies CS5, CS6, CS14 and CS18 of the London Borough of Camden Local Development Framework Core Strategy, policies DP5, DP6, DP16, DP18, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies, policies H1, H6, C6, A1, D1, D2, CC5, T1 and T2 of the Camden Local Plan Submission Draft. The proposed development also accords with the London Plan 2016; and 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 Noise and Licensing Enforcement Team, 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.
- 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 Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 5 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.
- 6 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.

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

DRAFT

DECISION



DATED 24 April 2017

(1) CENTRAL LINK PROPERTIES LIMITED

and

(2) COMMERCIAL ACCEPTANCES LIMITED

and

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

A G R E E M E N T
relating to land known as
59 Hampstead High Street, London NW3 1QH (59 Bakers Passage, London NW3 1RH)
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/OO.1800.126
Final