

DATED

11th JULY

2017

(1) MAJORSTAKE LIMITED

and

(2) LUCKWORTH PROPERTIES 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

**MANAGEMENT/WORKSHOP ESTATE OFFICE, BOYDELL COURT,  
ST JOHN'S WOOD PARK, LONDON, NW8 6NJ**

pursuant to

**Section 106 of the Town and Country Planning Act 1990 (as amended);**

**Section 16 of the Greater London Council (General Powers) Act 1974;**

**Section 111 of the Local Government Act 1972; and**

**Section 1(1) of the Localism Act 2011**

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5758

G: case files/culture & env/planning/NS/s106 Agreements/Boydellcourt (CF)

CLS/COM/NS/1800. 341

FINAL

THIS AGREEMENT is made the 11<sup>th</sup> day of JULY 2017

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

- A. **MAJORSTAKE LIMITED** (Co. Regn. No.02994427) whose registered office is at 29-31 Edgware Road, Marble Arch, London W2 2JE and of 4<sup>th</sup> Floor, Centre Heights, 137 Finchley Road, London NW3 6JG (hereinafter called "the Freeholder") of the first part
- B. **LUCKWORTH PROPERTIES LIMITED** (Co. Regn. No.02625483) whose registered office is at Boydell Court, St Johns Wood Park, London NW8 6NJ (hereinafter called "the Leaseholder") of the second part
- C. **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**

- 1.1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL729123.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2.1 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title of the Property under Title Number NGL716233.
- 1.3 The Leaseholder is the leaseholder of the land and is interested in the property for the purposes of Section 106 of the Act.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 6<sup>th</sup> January 2017 and the Council resolved to grant permission conditionally under reference number 2017/0068/P subject to the conclusion of this legal Agreement.

1.5 The Council is the local planning authority for the purposes of the Act and Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 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"	extension of the management workshop/office space (Class B1a) at the ground floor and erection of a first floor extension above it to create an independent 1 x 3 bedroom residential flat (Class C3 )as shown on drawing numbers:- 717/301; 717/400 A; 717/402 A; 717/403 B; 717/404; 717/405 B; Sunlight and Daylight Assessment Rev A - April 2017
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	"the Nominated Unit"	management/workshop estate office, boydell court, st john's wood park, London NW8 6NJ forming part of the Development the same as hatched in grey on the drawing numbered 717/400 A annexed hereto

2.6	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.7	"the Parties"	mean the Council the Owner
2.8	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 6 <sup>th</sup> January 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/0889/P subject to conclusion of this Agreement
2.9	"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
2.10	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.11	"the Property"	the land known as management/workshop estate office, boydell court, st john's wood park, London NW8 6NJ the same as shown shaded grey on the plan annexed hereto
2.12	"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
2.13	"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 is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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 donating actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 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 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 and 4.2 for all relevant purposes.

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

- 4.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development 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.

- 4.2 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).
- 4.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 and 4.2 in this Agreement shall continue to have effect in perpetuity.
- 4.4 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 and 4.2 of this Agreement.
- 4.1 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1 and 4.2 above will remain permanently.
- 4.2 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 units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.11.1 of this Agreement.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the 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 2017/0068/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall 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.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and

Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2017/0899/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner 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.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed the day and year first before written

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


.....  
Director

..... Sharon Davery  
Director/Secretary

This is a continuation of the agreement relating to the land known as  
MANAGEMENT/WORKSHOP ESTATE OFFICE, BOYDELL COURT, ST JOHN'S WOOD PARK, LONDON NW8 6NJ

EXECUTED AS A DEED BY  
LUCKWORTH PROPERTIES LIMITED  
in the presence of:

)  
)  
)

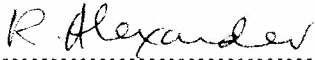




Witness Signature

Witness Name: *Viktoria Kravets*  
*unit 1 Boydell Court*  
Address: *St. John's Wood Park*  
*London, NW8 6NJ*  
Occupation: *admin*

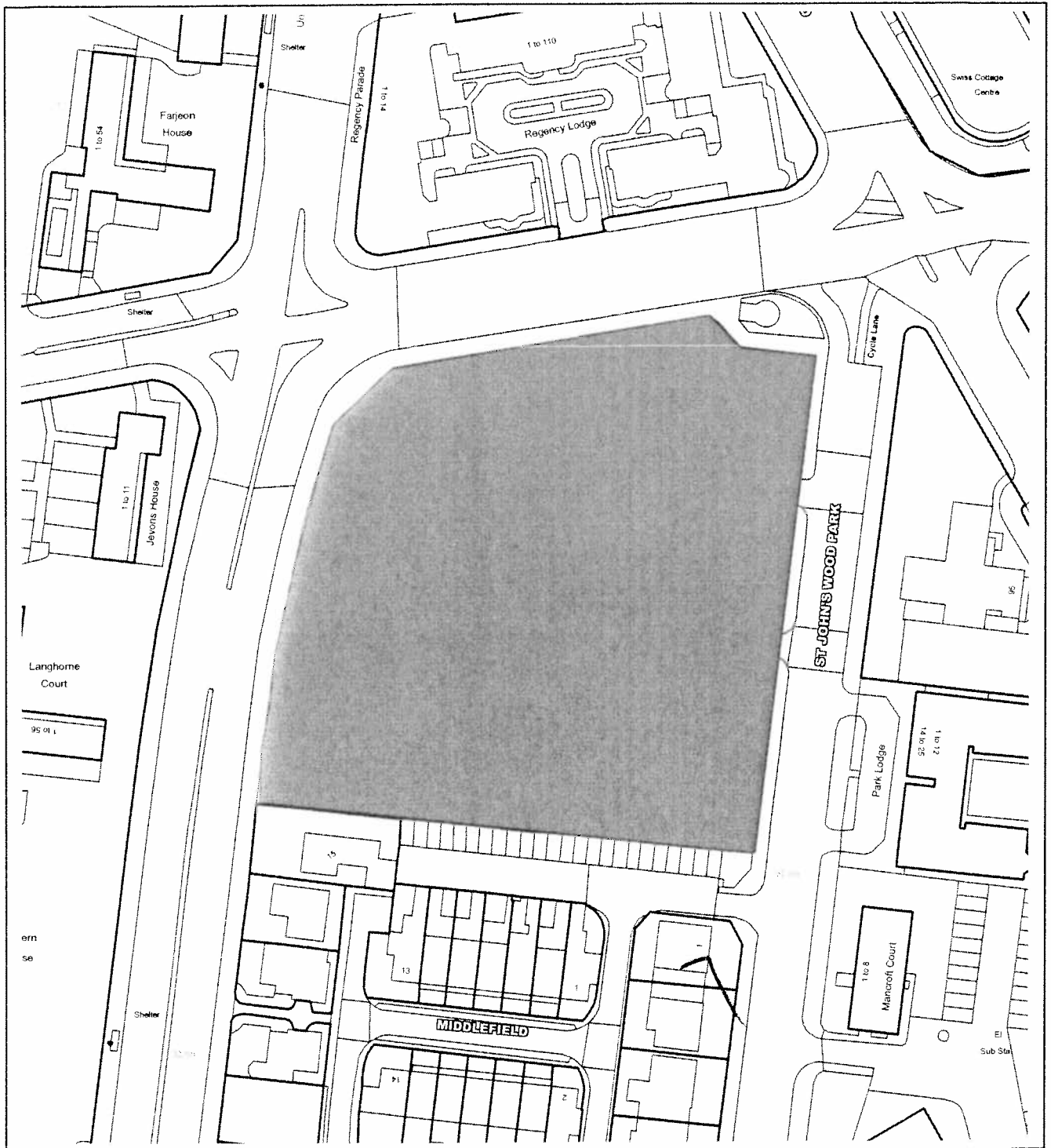
THE COMMON SEAL OF THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF CAMDEN was hereunto  
Affixed by Order: -



Authorised Signatory



# NORTHGATE SE GIS Print Template



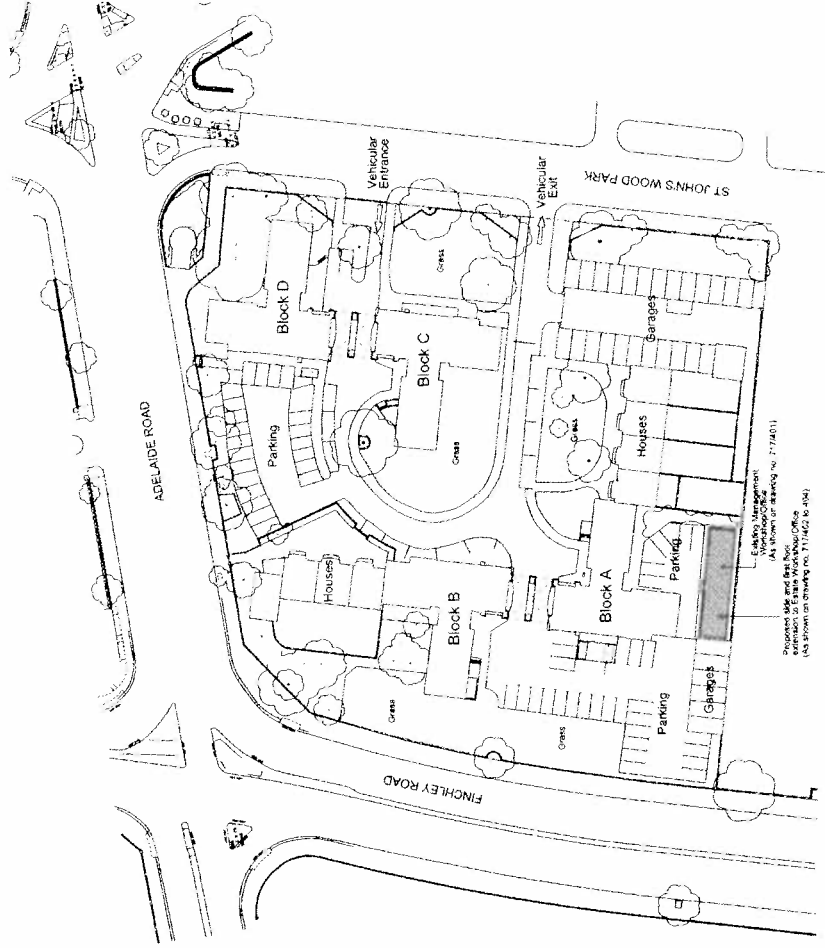
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# NOTES:

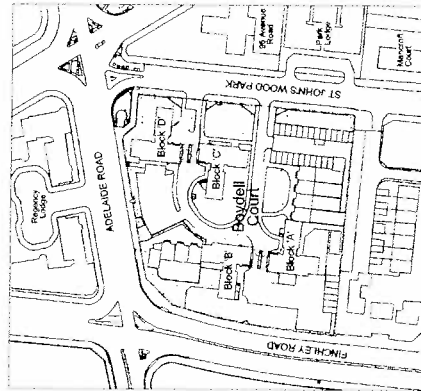
Do not scale from this drawing except for  
dimensions shown in square dimensions only.  
All dimensions to be checked on site prior to  
commencement of work.

Boundary of Boydell Court  
Residential Estate



Existing Site Plan Showing Location of Proposed Extension

Scale 1:500 @ A1 (1:1000 @ A3)



Site Location Plan

Scale 1:1250 @ A1

Revisions:  
A1: 02/05/17 Site boundary clarified.

Project:  
Proposed Side Extension and New  
First Floor Residential Unit to  
Existing Management Workshop/  
Office at Boydell Court,  
St John's Wood Park,  
London NW8 6NJ

Title: Site Plan & Site  
Location Plan

Scale: 1:500 & 1:1250 @ A1

Date: May 2017

## Oakley Hough.

The Barn, Stebbing Farm  
Fishers Green, Stevenage,  
Hertfordshire SG1 2JB

Tel: 01438 745288  
Mobile: 07710 548 270  
e-mail: [john@oakleyough.co.uk](mailto:john@oakleyough.co.uk)

Drawing Number: 717/400A



Oakley Hough Limited  
The Barn Stebbing Farm Fishers  
Green Stevenage SG1 2JB

Application Ref: **2017/0068/P**

27 June 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:  
**Management/Workshop Estate Office**  
**Boydell Court**  
**St John's Wood Park**  
**London**  
**NW8 6NJ**

**PROPOSAL**

Proposal:

Extension of the management workshop/office space (Class B1a) at the ground floor and erection of a first floor extension above it to create an independent 1 x 3 bedroom residential flat (Class C3).

Drawing Nos:

717/301; 717/400 A; 717/402 A; 717/403 B; 717/404; 717/405 B; Sunlight and Daylight Assessment Rev A - April 2017.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans:

717/301; 717/400 A; 717/402 A; 717/403 B; 717/404; 717/405 B; Sunlight and Daylight Assessment Rev A - April 2017.

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

- 4 Before the development commences, details of secure and covered cycle storage area for 2 cycling spaces shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of the new unit, and permanently retained thereafter.

Reason: To ensure development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting permission:

Planning permission has previously been granted for the erection of a workshop/office between the bicycle store and the garden of No. 4 Court Close to existing estate under application reference 2011/2057/P.

The proposal seeks to add an additional new entrance to serve the residential unit and to infill the gap between the workshop and the garages with a new workshop/office unit and to add a new residential unit at the first floor level.



The proposed workshop/office structure would have an area of 39.7sqm and it would replicate the design of the existing building in terms of window and door openings and aluminium frames. The provision of an office space is considered to be acceptable in this location.

The design of the additional first floor is also guided by elements of the existing structure such as windows and materials. The residential unit would be accessed through a central staircase which projects slightly beyond the existing front elevation line.

The proposed residential unit would be a 3 bedroom flat with an internal floorspace (GIA) of 92.7sqm which exceeds the National Housing Space Standards of 86sqm for a 3 bed 5 person flat. The flat would have outlook on three sides and a daylight and sunlight report has been provided which confirms that all rooms would exceed the recommended daylight and sunlight levels for kitchen, living room and bedrooms set out within the BRE standards. It is therefore considered that the proposed residential unit would achieve a high standard of living accommodation for the prospective occupiers.

Following negotiation with the applicant, the scheme has been revised to overcome the impact on the amenity of adjacent properties. As such, the provision of two French windows with Juliet balconies facing the garden of no 4 Court Close St John's Wood have been removed and replaced with a window modest in size, set back from the buildings' front elevation. The proposed residential windows would be located at a distance of over 14m from Block A of Boydell Court Apartment Building, which is considered sufficient to overcome any undue loss of privacy impact. It is therefore considered that the proposed structure would not cause any detrimental harm to the amenities of neighbouring residents.

The proposed structure would match the materials of the existing workshop unit, would preserve its appearance and it is not considered to cause any significant harm to the court and wider area.

The proposal includes the provision of a cycle store for 2 spaces in close proximity to an existing cycle store. Details of this facility would be secured by means of condition. The proposed development would be car free and this would be secured through a s106 legal agreement.

One objection was received prior to making this decision, which is duly addressed in the consultation summary. The planning history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5, CS6, CS11, CS14, and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP5, DP13, DP17, DP18, DP24, and Camden Local Plan Submission Draft 2016, with regard to policies D1, A1, H1, H7, T1, T2 and E2 . The proposed development also accords with the London Plan 2016 and National Planning Policy Framework 2012.

- 2 The Inspector's report on the Council's emerging Local Plan was published on 15 May 2017 and concludes that the plan is 'sound' subject to modifications being made to the Plan. While the determination of planning applications should continue to be made in accordance with the existing development plan until formal adoption, substantial weight may now be attached to the relevant policies of the emerging plan as a material consideration following publication of the Inspector's report, subject to any relevant recommended modifications in the Inspector's report.
- 3 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).
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 5 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

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

11th JULY

2017

(1) MAJORSTAKE LIMITED

and

(2) LUCKWORTH PROPERTIES 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

**MANAGEMENT/WORKSHOP ESTATE OFFICE, BOYDELL COURT,  
ST JOHN'S WOOD PARK, LONDON, NW8 6NJ**

pursuant to

**Section 106 of the Town and Country Planning Act 1990 (as amended);  
Section 16 of the Greater London Council (General Powers) Act 1974;  
Section 111 of the Local Government Act 1972; and  
Section 1(1) of the Localism Act 2011**

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Tel: 020 7974 5758

G: case files/culture & env/planning/NS/s106 Agreements/Boydellcourt (CF)  
CLS/COM/NS/1800. 341  
FINAL