

DATED 26 June 2014

(1) TEN FITZROY MEWS 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  
112 CLEVELAND STREET LONDON W1T 6PA  
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 5680  
Fax: 020 7974 2962

CLS/COM/PT/1685.2396

THIS AGREEMENT is made the 26 day of June 2014

**BETWEEN:**

1. **TEN FITZROY MEWS LIMITED** (a company incorporated in the British Virgin Islands) whose address for service in the United Kingdom is care of Speechly Bircham LLP, 6 New Street Square, London, EC4A 3LX (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 LN141547.
- 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 14 August 2013 and the Council resolved to grant permission conditionally under reference number 2013/5159/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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" retention of retail unit and ancillary storage space at basement and ground floor levels (Class A1) and proposed change of use from HMO (Class C4) on ground, first, second and third floor levels to 1 x 1 bedroom self-contained flat and 1 x 3 bedroom self-contained maisonette (Class C3) as shown on drawing numbers: Site Location Plan; 07-09-AB-001; 07-09-P-001 and e-mail from Tim Cropper dated 22nd August 2013 (Lifetime Homes Information)
- 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" the new residential units; 1 x 1 bedroom self-contained flat and 1 x 3 bedroom self-contained maisonette located on the ground, first, second and third floor levels of the Property as shown on Plan 2

- 2.6 "Occupation Date" the date when any part of the Development is occupied other than for the purposes of fitting out, decoration and marketing and the phrases "Occupy", "Occupying" "Occupied" and "Occupation" shall be construed accordingly
- 2.7 "the Parties" the Council and the Owner
- 2.8 "Plan 1" the plan attached hereto and marked "Plan 1"
- 2.9 "Plan 2" the plans attached hereto and with drawing numbers 07-09-P-001 and 07-09-P-002
- 2.10 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 14 August 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/5159/P subject to conclusion of this Agreement
- 2.11 "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
- 2.12 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.13 "the Property" the land known as 112 Cleveland Street London W1T 6PA the same as shown shaded grey on Plan 1 annexed hereto
- 2.14 "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
- 2.15 "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 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 or interpretation.

- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3 (save for clause 3.8), 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

- 4.1 The Owner hereby covenants with the Council to ensure that prior to Occupying any Nominated Unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.
- 4.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the Nominated Units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those Nominated Units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the 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 2013/5159/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 by the Council to have access to any part of the Property or to provide documentation within the Owner's possession (at the Owner's expense and subject to the Owner being able lawfully to provide such documentation) 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 solely in respect of any condition restriction or provision imposed by this Agreement and further indemnify the Council for any reasonable expenses or liability properly 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 2013/5159/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 not to exceed £1,047.00 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 as soon as reasonably practicable thereafter 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, revoked, modified or otherwise withdrawn or expires before effluxion of time for the commencement of the Development this Agreement shall forthwith determine and cease to have effect and upon the written request of the Owner the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement..

7. **RIGHTS OF THIRD PARTIES**

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

8. **GOVERNING LAW**

8.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

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

**EXECUTED as a Deed on behalf of)**

**TEN FITZROY MEWS LIMITED )**

**a company incorporated in )**

**BRITISH VIRGIN ISLANDS by )**

**MARK SMITH, ATTORNEY )**

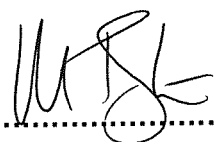
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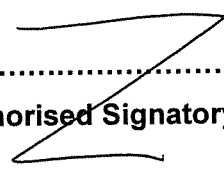
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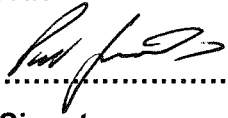
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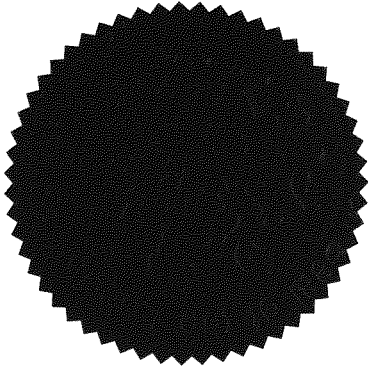
  
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**Authorised Signatory** ATTORNEY,  
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BEHALF OF

  
.....  
**Authorised Signatory**

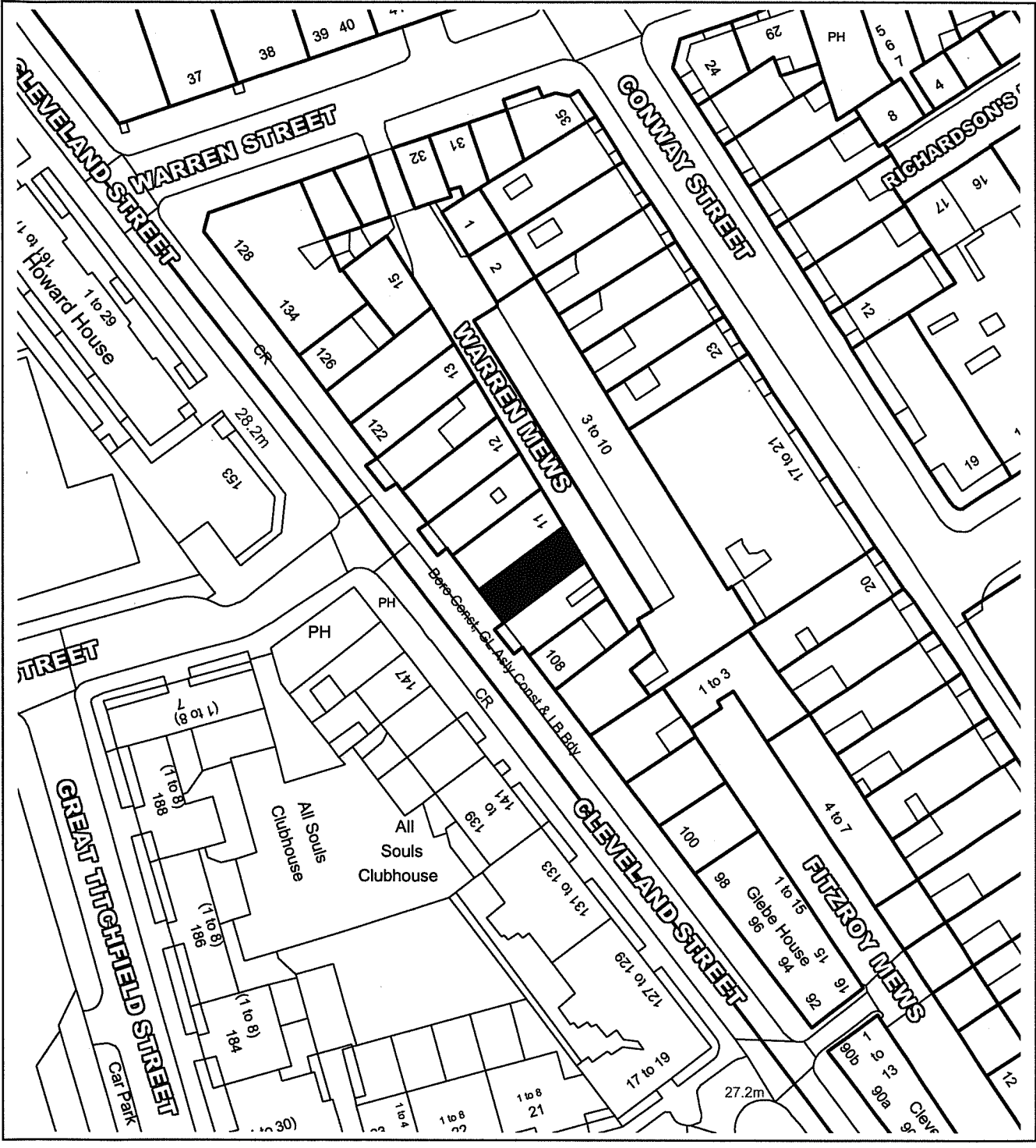
THE COMMON SEAL OF THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto )  
Affixed by Order: )



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Authorised Signatory



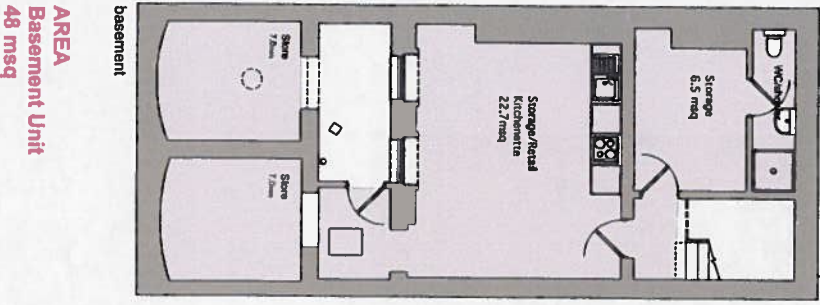
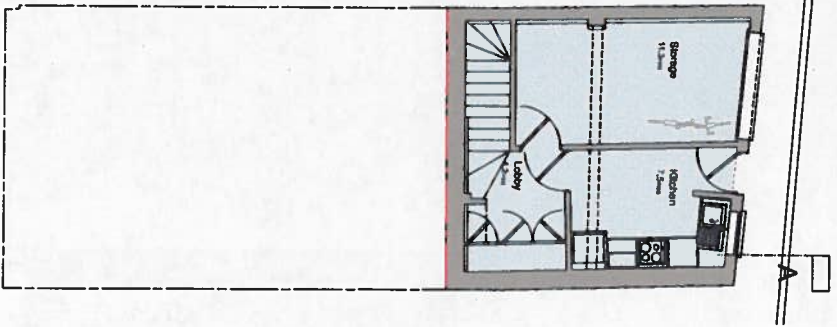
# 112 Cleveland Street London W1T 6PA



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*Lawyer*  
*M.S.H.*

Overall size 54 msq - One person unit flat

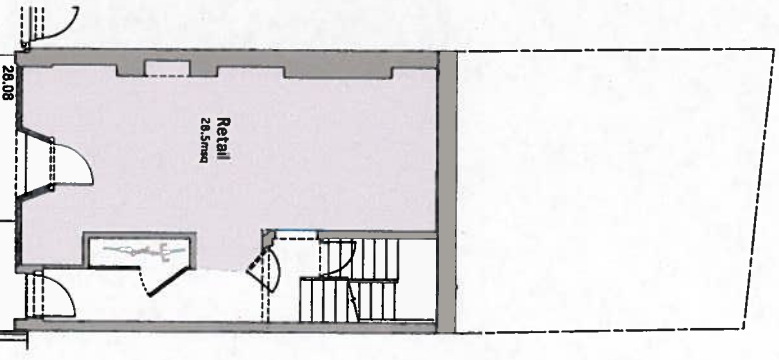


AREA  
Basement Unit  
48 msq

AREA  
Warren Mews  
27 msq

rear ground floor

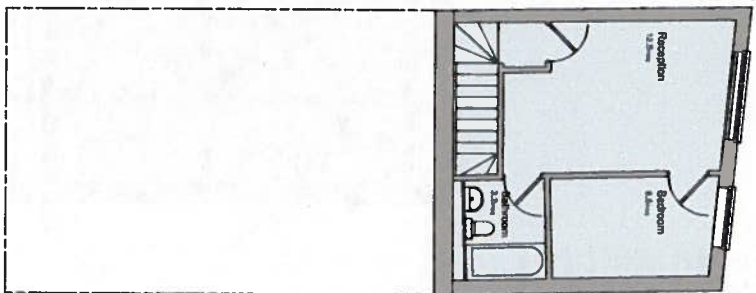
ground floor



AREA  
Ground Unit  
29 msq

AREA  
Warren Mews  
27 msq

rear first floor



*Handwritten signature*

**Lighting fixtures**

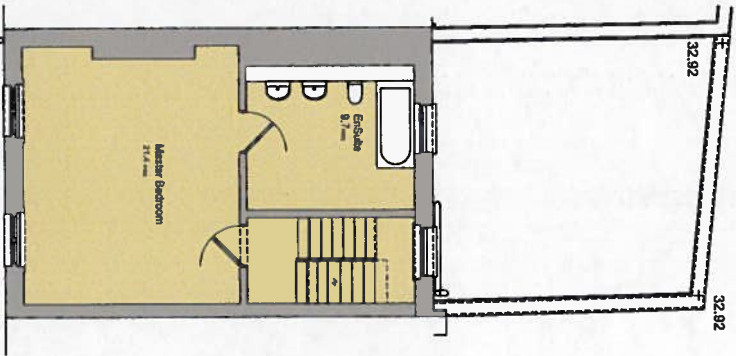
01 Low Power  
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Proposed	07-08-P-001
Overall Arrangement	2013 11
Drawn	2013 11
Checked	2013 11
Approved	2013 11

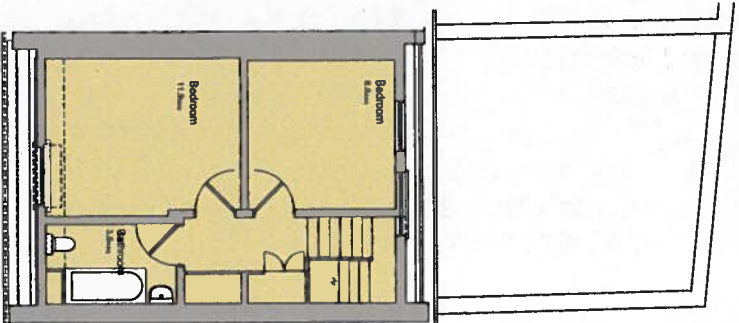
Overall size 106 msq - Five person unit flat



first floor  
**AREA**  
First floor Unit  
36 msq



second floor  
**AREA**  
Second Unit  
37 msq



third floor  
**AREA**  
Second & Third Unit  
33 msq

All figures are approximate. The total area of the building is 106 msq.

**Legend**

- 01 New Building
- 02 Existing Building
- 03 Approved Extension
- 04 Proposed Extension
- 05 Proposed Change of Use
- 06 Existing Use
- 07 Existing Use
- 08 Existing Use
- 09 Existing Use
- 10 Existing Use
- 11 Existing Use
- 12 Existing Use
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- 100 Existing Use

Proposed General Arrangement No. 107-08-P-002	07-08-P-002
111 Commercial Street London SE17 1AP	

Rapeleys LLP  
1st Floor  
Pall Mall Court  
61-67 King Street  
Manchester  
M2 4PDApplication Ref: **2013/5159/P**

12 March 2014

Dear Sir/Madam

**DRAFT**  
FOR INFORMATION ONLY - NOT A FORMAL DECISION  
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:  
**112 Cleveland Street  
London  
W1T 6PA**

## Proposal:

**DECISION**  
Retention of retail use and ancillary storage space on ground floor levels (Class A1) and proposed new residential use on first, second and third floor levels to 1 x 1 bedroom self-contained flat and 1 x 3 bedroom self-contained maisonette (Class C3).

Drawing Nos: Site Location Plan; 07-09-AB-001; 07-09-P-001 and e-mail from Tim Cropper dated 22nd August 2013 (Lifetime Homes Information).

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: Site Location Plan; 07-09-AB-001; 07-09-P-001 and e-mail from Tim Cropper dated 22nd August 2013 (Lifetime Homes Information).

Reason:

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

- 3 Prior to first occupation of the building, the cycle storage facilities hereby approved shall be permanently maintained as such thereafter.

Reason: To ensure that the 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.

- 4 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of the building for people with disabilities at all times, 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 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).
- 2 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.

- 3 With regard to condition no.4 you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.

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

**DRAFT**

Culture and Environment Directorate

**DECISION**



DATED 26 June 2014

(1) TEN FITZROY MEWS 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  
112 CLEVELAND STREET LONDON W1T 6PA  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

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Head of Legal Services  
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