

DATED 6TH JANUARY 2012

(1) NYRAFF LIMITED

and

(2) CALL PRINT GROUP LIMITED

and

(3) BARCLAYS BANK PLC

and

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

**A G R E E M E N T**

relating to land known as  
**OMEGA HOUSE, 67 - 74 SAFFRON HILL LONDON EC1N 8QX**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

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

Tel: 020 7974 6007  
Fax: 020 7974 2962

CLS/COM/JL/1685.1010  
vfinal

THIS AGREEMENT is made the 6<sup>th</sup> day of January 2012

**BETWEEN:**

1. **NYRAFF LIMITED** (Co. Regn. No. 02006187) whose registered office is at 2 Madrid Road, London SW13 9PD (hereinafter called "the Freeholder") of the first part
2. **CALL PRINT GROUP LIMITED** (Co. Regn. No. 04655803) whose registered office is at 2 Mountview Court, 310 Friern Barnet Lane, Whetstone, London N20 0YZ (hereinafter called "the Leaseholder") of the second part
3. **BARCLAYS BANK PLC** (Co. Regn. No. 1026167) of Churchill Place, Canary Wharf, London E14 5HP (hereinafter called the "Mortgagee") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

**WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL332887 subject to a charge to the Mortgagee.
- 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL906913.
- 1.3 The Freeholder and the Leaseholder are the freehold owner of and the Leasehold owners of the Property and are interested in the Property for the purposes of Section 106 of the Act and shall hereinafter together collectively be referred to as "the Owner".
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 16 May 2011 and the Council resolved to grant permission

conditionally under reference number 2011/2442/P subject to 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL332887 and dated 31 March 2004 (hereinafter called "the Legal Charge") 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 Bi-Fold Doors" the bi-fold doors at the rear of the Service Yard as shown on drawing numbers 2923/03E and 2923/04C annexed hereto
- 2.4 "the Development" Retention of infill extension for additional office (Class B1) accommodation and associated windows and installation of bi-fold door, all at ground floor level on side (south) elevation as shown on drawing numbers 2923 05; 2923/01; 2923/02; 2923/03E; 2923/04C; 2923/05; Saffron

Hill Records of bikes and cleaners, as received 07/07/2011; Letter from Raymond Stemp Associates dated 02/08/2011.

2.5 "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

2.6 "Management Plan"

The package of measures to be adopted by the Owner and approved by the Council for the management of the Service Yard in order to minimise the impact on neighbours amenity to include inter alia the following requirements: -

- (a) To fit an exit only lock to the front roller shutter pedestrian door;
- (b) No deliveries to take place outside of the hours 8am to 7pm Monday to Friday and 10am to 3pm on Saturdays and no deliveries whatsoever on Sundays or public holidays;
- (c) The Bi-Fold Doors to be replaced as shown on drawing number 2923/03E submitted as part of the Planning Application;
- (d) The Bi-Fold Doors to be secured with rubber gaskets and utilise low E-double glazing
- (e) Cleaners or any other persons disposing of waste to not use the Bi-Fold Door and to remove waste only via the front entrance and to reach the bins in the Service Yard through the front roller shutter and further to ensure that this

requirement is enforceable to lock the Bi-Fold Door between the hours where deliveries are not permitted (before 8am and after 7pm Monday to Friday, before 10am and after 3pm on Saturday and at all times on Sundays or public holidays);

- (f) Cleaners or any other persons disposing of waste shall not enter the Service Yard before 8am or after 10pm on Monday to Friday, before 10am or after 3pm on Saturdays or at any time on Sundays or public holidays;
- (g) To appoint a representative as a point of contact should the neighbouring residents have any complaints concerning the Service Yard and to make their contact details readily available the objective of the representative to be to liaise discuss advise and address the concerns of neighbouring residents;
- (h) Users of the Service Yard to comply with a Code of Conduct outside of the hours where deliveries are permitted (before 8am and after 7pm Monday to Friday before 10am and after 3pm Saturday and at all times on Sundays or public holidays) to discourage excessive noise and talking and to promote general courtesy and awareness of neighbours such Code of Conduct to be displayed in certain positions within the Service Yard at the discretion of the Council and to include the following requirements:
  - (i) no radio's / audible equipment such as walkie talkies within the Service

Yard so as to be audible within neighbouring buildings

- (ii) no loitering/congregation of any persons
  - (iii) no smoking
  - (iv) no talking or raising of voices
  - (v) waste to be deposited into bins in a manner to minimise noise, e.g by way of placing rather than throwing waste into the bins
- (i) Users of the Service Yard to comply with a more generic code of conduct during the hours where deliveries are permitted (8am to 7pm Monday to Friday and 10am to 3pm on Saturdays) requiring 'all users of the service yard to act with general courtesy and with an awareness of neighbours at all times' such Code of Conduct to be displayed in certain positions within the Service Yard at the discretion of the Council;
  - (j) No parking of vehicles to be permitted within the Service Yard and the only vehicles to enter the Service Yard to be those making deliveries during the permitted hours (8am to 7pm Monday to Friday and 10am to 3pm on Saturdays);
  - (k) Rubber strips to be installed on the movable staircase;
  - (l) Rubber or foam strips to be installed on the bins, cycle racks and all metal bars within the Service Yard which are utilised for cycle storage;
  - (m) To ensure that the roller shutter, Bi-Fold Door and cycle stands are maintained in a good order (in order to avoid noise

disturbance in the future owing to lack of maintenance);

- (n) To insert noise deadening inserts into any bins in the Service Yard.

2.7 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.8 "the Owner" the Freeholder and the Leaseholder together

2.9 "the Parties" mean the Council the Owner and the Mortgagee

2.10 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 16 May 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/2442/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 Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.12 "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 Omega House, 67-74 Saffron Hill, London EC1N 8QX the same as shown shaded grey on the plan annexed hereto
- 2.14 "Service Yard" the service yard area within the Development as shown edged on red on drawing number 2923/03E annexed hereto

**NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 To manage the Development in strict accordance with the Management Plan as approved by the Council and not to Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Management Plan as approved from time to time and not to occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Management Plan.

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 2011/2442/P the date upon which the Development is 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.

- 5.5 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting planning reference 2011/2442/P.

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 2011/2442/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 together with the Council's monitoring fees 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 on written demand 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 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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

## 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. **JOINT AND SEVERAL LIABILITY**

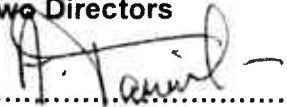
8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

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

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

  
.....

Director

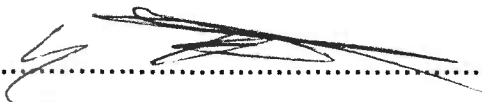
  
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Director/Secretary

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

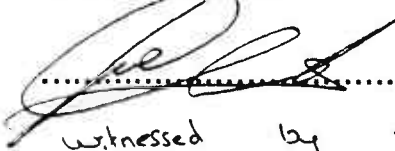

  
.....

Director

  
.....

Director/Secretary

EXECUTED AS A DEED )  
BY BARCLAYS BANK PLC )  
by )  
in the presence of:- )

  
..... (DIRECTOR)  
witnessed by Tday Russell  


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

  
.....  
Authorized Signatory



ALL FINISH DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR BEFORE COMMENCING WORK. NO DIMENSIONS SHALL BE TAKEN FROM THIS DRAWING.

**GB&P**  
 Geoff Bannister & Partners (B&P) LLP  
 17th Floor, 45 St. John, Ludgate, London, W.C.2N 2DB  
 Tel: 020 7520 2000 Fax: 020 7520 2001

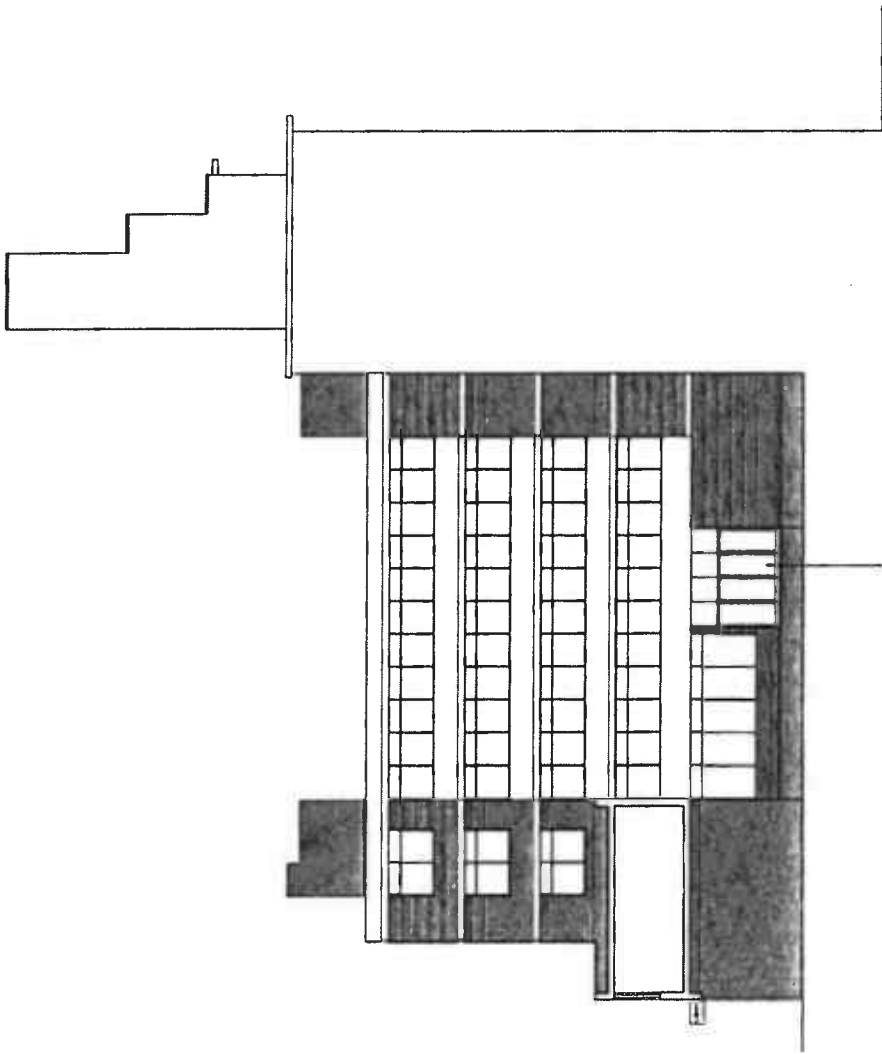
NYRAFF LTD

67-75 SAFFRON HILL  
 EC1

ELEVATIONS  
 RETENTION OF  
 UNDERCROFT

2923/04C

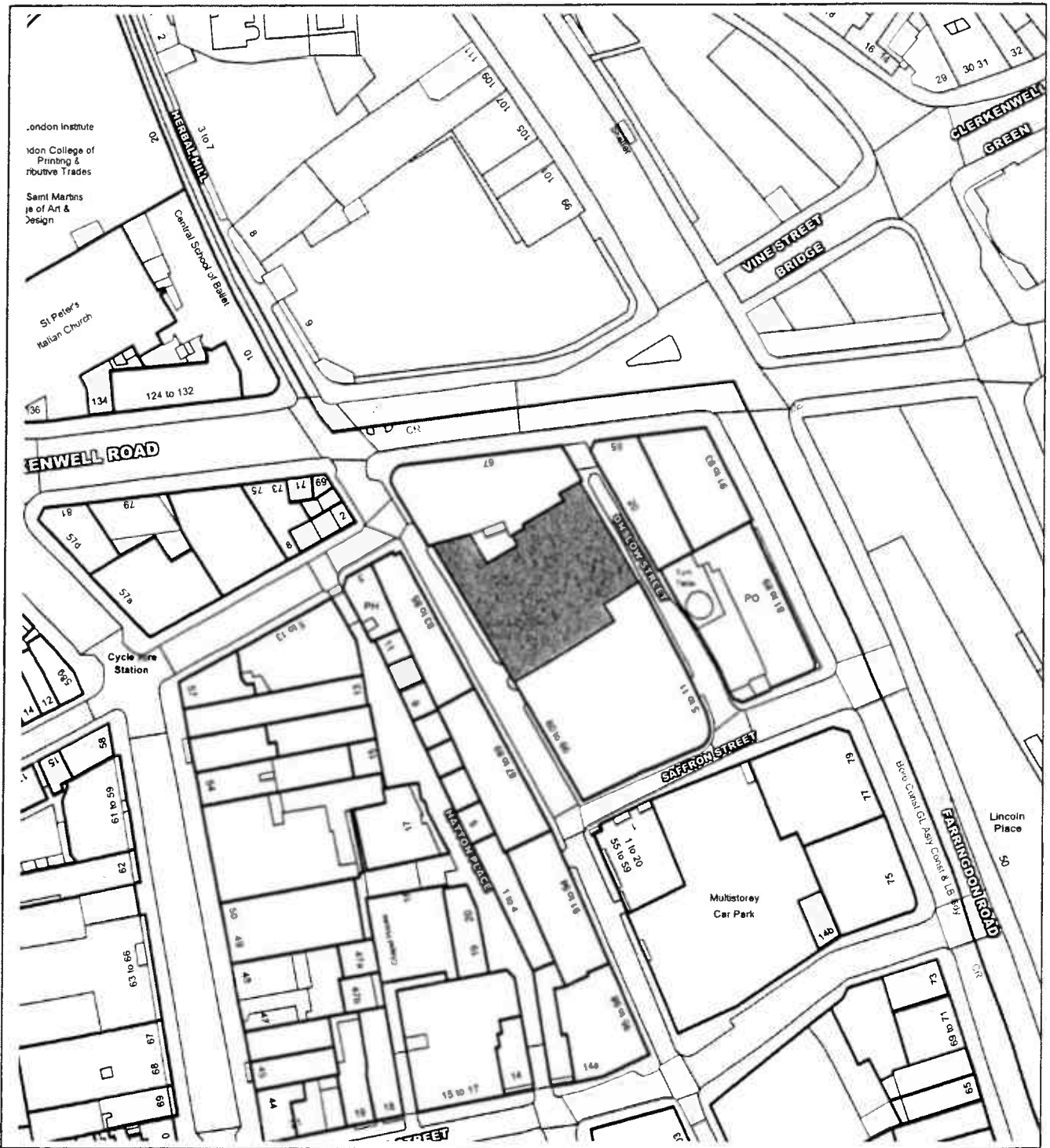
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 1:200 @ A3



ALL FRAMEWORK TO BE WHITE  
 EXCEPT WHERE SHOWN OTHERWISE  
 ALL TO BE TOUGHENED  
 WITH FIBREGLASS TO REDUCE  
 HEAT LOSS AND SOUND  
 ALL DOORS SUPPLIED WITH  
 HEAVY DUTY RUBBER  
 GASKETS TO REDUCE  
 NOISE PENETRATION  
 IN OPERATION.  
 DOORS TO BE 300 WIDE x  
 2400 HIGH - 1000 FITTED OVER PANEL



# Omega House, 67-74 Saffron Hill, London



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Raymond Stemp Associates  
Westwood Park  
London Road  
Little Horkesley  
Colchester  
Essex  
C06 4BS

Application Ref: **2011/2442/P**  
Please ask for: **Jonathan Markwell**  
Telephone: 020 7974 2453

11 August 2011  
**DRAFT**  
DECISION

Dear Sir/Madam

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

**Full Planning Permission Granted subject to a Section 106 Legal Agreement and  
Warning of Enforcement Action**

Address:  
**Omega House**  
**67-74 Saffron Hill**  
**London**  
**EC1N 8QX**

**DECISION**

Proposal:

Retention of infill extension for additional office (Class B1) accommodation and associated windows and installation of bi-fold door, all at ground floor level on side (south) elevation.  
Drawing Nos: 2923 05; 2923/01; 2923/02; 2923/03E; 2923/04C; 2923/05; Saffron Hill Records of bikes and cleaners, as received 07/07/2011; Letter from Raymond Stemp Associates dated 02/08/2011.

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

Conditions and Reasons:

- 1 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 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) 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 2923 05; 2923/01; 2923/02; 2923/03E; 2923/04C; 2923/05; Saffron Hill Records of bikes and cleaners, as received 07/07/2011; Letter from Raymond Stemp Associates dated 02/08/2011.

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

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 2363).
- 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/cam/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 **WARNING OF ENFORCEMENT ACTION TO BE TAKEN**  
  
The Director of Culture and Environment will instruct the Director of Law and Environment to issue an Enforcement Notice if the roller shutter within the south elevation of the infill extension is not completely and permanently removed and replaced with the bi-fold door hereby approved within 3 months of the date planning permission being granted.
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 Reasons for granting planning permission

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to CS1 (Distribution of growth), CS3 (Other highly accessible locations), CS5 (Managing the impact of growth and development), CS8 (Promoting a successful and inclusive Camden economy), CS9 (Achieving a successful Central London), CS11 (Promoting sustainable and efficient travel), CS14 (Promoting high quality places and conserving our heritage), CS18 (Dealing with our waste and encouraging recycling), CS19 (Delivering and monitoring the Core Strategy) and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP17 (Walking, cycling and public transport), DP19 (Managing the impact of parking), DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration).

Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- provision of additional Class B1 accommodation within this Central London area, promotion of cycle spaces which will provide a healthy and more sustainable alternative to the use of the private car and protection of the residential amenity of neighbouring occupiers.

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

#### **ENFORCEMENT ACTION TO BE TAKEN**

The Council has authorised the Planning Department to instruct the Borough Solicitor to issue an Enforcement Notice alleging breach of planning control

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

Yours faithfully

Culture and Environment Directorate  
(Duly authorised by the Council to sign this document)

DATED 6TH JANUARY 2012

(1) NYRAFF LIMITED

and

(2) CALL PRINT GROUP LIMITED

and

(3) BARCLAYS BANK PLC

and

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

**A G R E E M E N T**  
relating to land known as  
OMEGA HOUSE, 67 - 74 SAFFRON HILL LONDON EC1N 8QX  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Head of Legal Services  
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