

DATED

6<sup>th</sup> MAY

2021

**(1) FITZROVIA LAND LIMITED**

and

**(2) EFG BANK SA**

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

**16 CLEVELAND STREET, LONDON, W1T 4HX**

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 4834

CLS/COM/SW/1800.1523  
FINAL

**THIS AGREEMENT** is made the 6<sup>th</sup> day of MAY 2021

**BETWEEN:**

- A. **FITZROVIA LAND LIMITED** (Co. Regn. No.08625556) whose registered office is at C/O Jury O' Shea LLP Hanging Sword House, 21 Whitefriars Street, London, England, EC4Y 8JJ (hereinafter called "the Owner") of the first part
- B. **EFG BANK SA** of Geneva Branch, 24 Quai du Seujet, P.O. Box 2391, 1211 Geneva 2, Switzerland (hereinafter called "the Mortgagee") 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 fourth 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 NGL335114 subject to a charge to the Mortgagee.
- 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 26 September 2019 and the Council resolved to grant permission conditionally under reference number 2019/3867/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes 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 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.

1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL335114 and dated 9 July 2018 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"	conversion of 2 flats into a single family dwelling house (Class C3) and associated external alterations as shown on drawing numbers: existing plans: 548.(1).0.000; 0.001 rev C; 0.002 rev D; 0.003 rev C; 0.004 rev B; 0.005 rev C; 0.006 rev C; 0.007 rev C; proposed plans: 548.(1).1.1.001 rev B; 1.002 rev C; 1.003 rev B; 1.004 rev A; 1.005 rev A; 2.001 rev E; 3.001 rev C; 4.001 rev C; 4.002 rev A; 6.001 rev A; 6.002 rev A; 6.003 rev C; SK.001; Extract from Select A Glaze relating to Horizontal Sliding Series 20 Slimline windows; Design and Access Statement (548-CLE-009 Revision B) dated February 2020 prepared by Lipton Plant Architects
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 Owner 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 26 September 2019 for which a resolution to grant permission has been passed conditionally under reference number 2019/3867/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 16 Cleveland Street, London W1T 4HX 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 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 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.
- 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**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 To ensure that prior to occupying any 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 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 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 2019/3867/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 2019/3867/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 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.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the



Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner(s) and the Mortgagee 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

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
16 CLEVELAND STREET, LONDON, W1T 4HX

EXECUTED AS A DEED BY )  
FITZROVIA LAND LIMITED )  
acting by XCHAKAN VYRDEE )  
a director a duly authorised by the company

  
.....  
Director

In the presence of:  
Manoj Mistry  
.....  
Witness

  
.....  
Witness Signature

51 Westbury Lodge, Clonsilla, HAS 3#G  
.....  
Witness Address

**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
16 CLEVELAND STREET, LONDON, W1T 4HX**

**EXECUTED AS A DEED BY EFG BANK SA a company incorporated in Switzerland  
acting by [authorised signatory] and [authorised signatory 2] who in accordance with  
the laws of that territory are acting under the authority of the company**

**EFG BANK SA**

**Signature in the name of the company**

[Redacted signature]

**Signature of [ Gatti Claudio ] Authorised signatory**

[Redacted signature]

**Signature of [ Bonvin Nicole ] Authorised signatory 2**

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
16 CLEVELAND STREET, LONDON, W1T 4HX

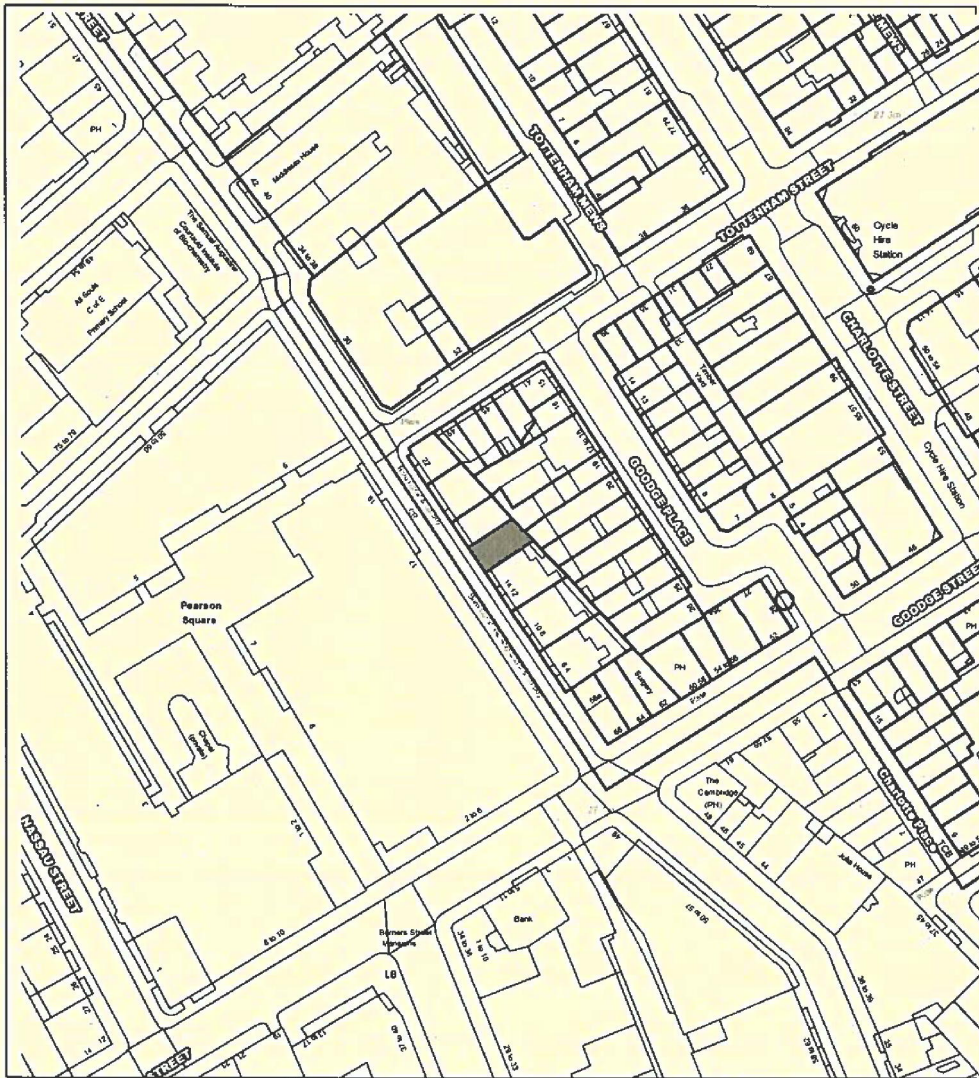
THE COMMON SEAL OF THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto )  
Affixed by Order:- )

.....

Authorised Signatory



16 CLEVELAND STREET, LONDON, W1T 4HX



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.



Application ref: 2019/3867/P  
Contact:  
Tel: 020 7974  
Date: 24 March 2021

**Development Management  
Regeneration and Planning**  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 9JE

Phone: 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Lipton Plant Architects  
Seatem House  
39 Moreland Street  
London  
EC1V 8BB

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:  
**16 Cleveland Street  
London  
W1T 4HX**

**DECISION**  
Proposal:  
Conversion of 2 flats into a single family dwelling house (Class C3) and associated external alterations  
Drawing Nos: Existing plans: 548.(1).0. 060; 0.061 rev C; 0.062 rev D; 0.063 rev C; 0.004 rev B; 0.005 rev C; 0.006 rev C; 0.007 rev C.  
Proposed plans: 548.(1).1.1. 001 rev B; 1.002 rev C; 1.003 rev B; 1.004 rev A; 1.005 rev A; 2.001 rev E; 3.001 rev C; 4.001 rev C; 4.002 rev A; 6.001 rev A; 6.002 rev A; 6.003 rev C; SK.001; Extract from Select A Glaze relating to Horizontal Sliding Series 20 Slimline windows; Design and Access Statement (548-CLE-009 Revision B) dated February 2020 prepared by Lipton Plant Architects.

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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans:  
548.(1).0. 000; 0.001 rev C; 0.002 rev D; 0.003 rev C; 0.004 rev B; 0.005 rev C; 0.006 rev C; 0.007 rev C; 548.(1).1.1. 001 rev B; 1.002 rev C; 1.003 rev B; 1.004 rev A; 1.005 rev A; 2.001 rev E; 3.001 rev C; 4.001 rev C; 4.002 rev A; 6.001 rev A; 6.002 rev A; 6.003 rev C; SK.001; Extract from Select A Glaze relating to Horizontal Sliding Series 20 Slimline windows

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

#### Informative(s):

- 1 Reasons for granting permission.

Policy H3 seeks to protect existing housing and states that the Council would not support the loss of two or more dwellings. The proposal would be considered acceptable in this instance as it would result in the loss of just one residential unit and would provide a larger single family dwelling within a ward where there is a recognised low proportion of large dwellings (Bloomsbury). The residential dwelling would be generously sized providing 283 sqm of internal floorspace which would comply with the minimum space standards of the London Plan (129 sqm) and Interim Housing CPG. The proposed dwelling would have an acceptable layout, ceiling height, room sizes and provision of sunlight, daylight ventilation and outlook.

A number of amendments have been sought to the scheme during the course of the application. Various elements have been omitted including CCTV cameras on the front elevation, and an air vent on the front elevation as they were considered unacceptable on the historic building due to additional clutter.

The replacement of the basement door on the rear elevation with a new timber framed single panel glazed door is considered acceptable and would not harm the appearance of the property.

The minimal external changes that are proposed would not have a detrimental impact on the character and appearance of the listed building and conservation area. Special regard has been attached to the desirability of preserving the listed building, its setting and its features of special architectural or historic interest, and of preserving or enhancing the character or appearance of the conservation area, under s.66 and s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

There would no impact on amenity of neighbouring occupiers in terms of daylight, outlook or privacy.

Policy T2 of the Camden Local Plan requires all new development to be car-free in the borough. Paragraph 5.8 of the Transport CPG advises that 'where proposals result in a less intense use of the site, the Council will also seek car-free development and a reduction in the parking provision'. As the proposal would result in the conversion of the existing 2 flats into a single family dwelling, this policy would apply. The existing occupiers are returning to the property so they would still be eligible to apply for a residents parking permit for on-street parking. Any future occupier or new occupier would not be able to apply for a residents parking permit. A car-free development would be secured by s106 legal agreement.

The site's planning history has been taken into account when coming to this decision. No objections were received prior to making this decision.

As such, the proposed development is in general accordance with policies A1, H3, D1, D2, T1, and T2 of the Camden Local Plan 2017, the London Plan 2016, and the National Planning Policy Framework 2019.

- 2 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team London Borough of Camden 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444) . Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 3 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website at <https://beta.camden.gov.uk/documents/20142/1269042/Camden+Minimum+Requirements+%281%29.pdf/bb2cd0a2-88b1-aa6d-61f9-525ca0f71319> or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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 must secure the



approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 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 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.
- 6 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).

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