

DATED 28TH MAY 2021

(1) REDCOURT LIMITED

and

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

AGREEMENT

relating to land known as

148 Camden Street, London NW1 9PA

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;
- Section 1(1) of the Localism Act 2011

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 4125
CLS/COM/00.1800.1814
Final

THIS AGREEMENT is made the 28th day of May 2021

BETWEEN:

- A. **REDCOURT LIMITED** (incorporated in Gibraltar) care of 1- 2 Temple Fortune Parade, Bridge Lane, London NW11 0QN (hereinafter called "the Owner") of the first part
- B. **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 NGL524587.
- 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 18 November 2020 and the Council resolved to grant permission conditionally under reference number 2020/5360/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.

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" lower ground floor rear extension (retrospective) and conversion of rooms at ground and lower ground floor to non-self-contained accommodation as shown on drawing numbers:- GA 010 PE 01; GA 020 PE 01; GA 031 PE 01; GA 020 PL 01; GA 030 PL 01; GA 031 PL 01; GA 032 PL 01; GA 001-PL-01; GA 010-PL-03 dated 13/04/21; Design and Access Statement prepared by Haines Phillips 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 and the Owner
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 18 November 2020 for which a resolution to grant permission has been passed conditionally under reference number 2020/5360/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 148 Camden Street, London NW1 9PA 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

3. **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.

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- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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 residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

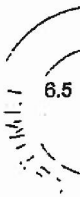
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- 4.1.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 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 2020/5360/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.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to [planning obligations on PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2020/5360/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.

7. **RIGHTS OF THIRD PARTIES**

7.1 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 a Deed the day and year first before written

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 148 CAMDEN STREET, LONDON NW1 9PA

EXECUTED AS A DEED BY)
REDCOURT LIMITED)
acting by a Director)
in the presence of:-)

[Redacted]

Director For and on behalf of
Magen Directors Limited

[Redacted]

Witness Signature

Witness Name: EMY BONNER

Address: 15 NORTHVIEW TERRACE,
DEVILS TOWER ROAD

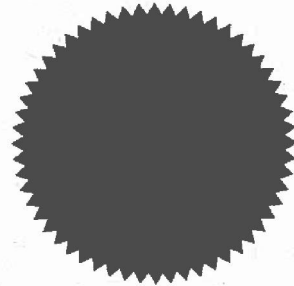
Occupation: GIBRALTAR - GX11 1AA

QUALIFIED TRUST & COMPANY
ADMINISTRATOR

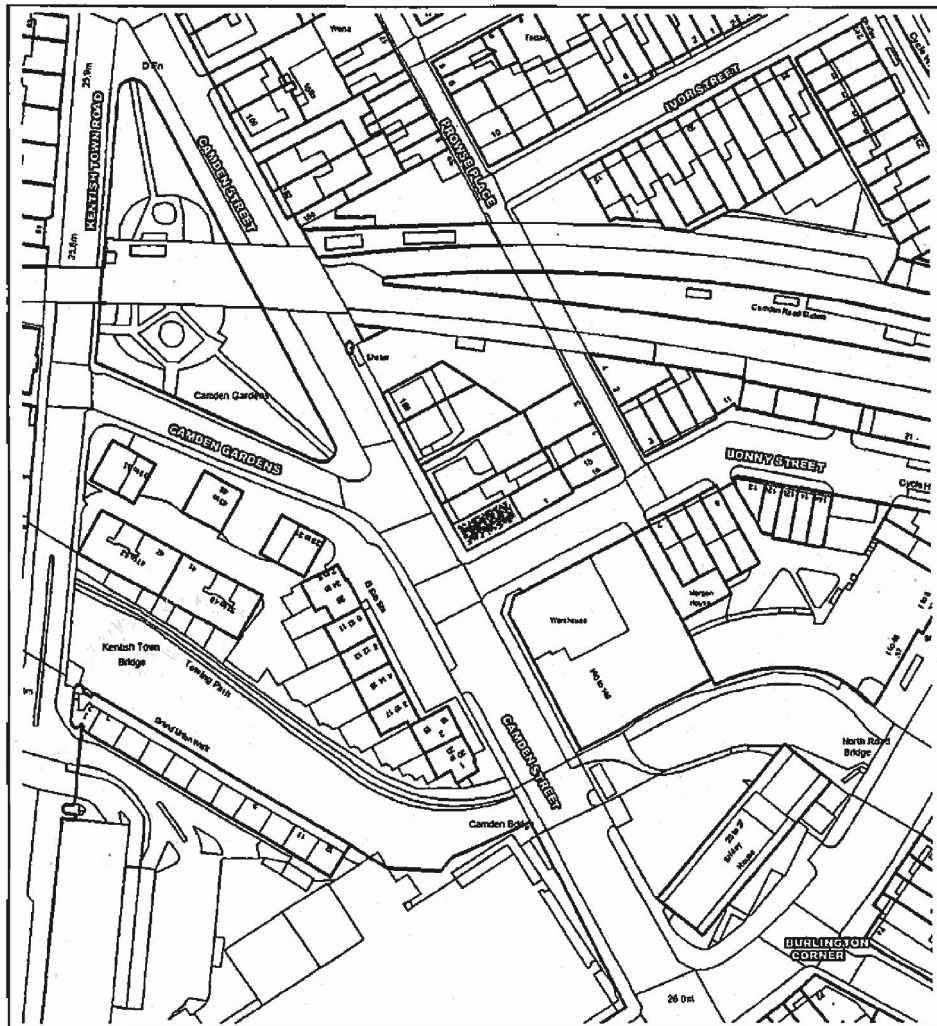
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

[Redacted]

Authorised Signatory



SITE PLAN



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Application ref: 2020/5360/P
Contact:
Tel: 020 7974
Date: 19 April 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
www.camden.gov.uk/planning

Haines Phillips Architects
Tankerton Works
12 Argyle Walk
London
WC1H 8HA

Dear Sir/Madam

FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DRAFT
DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
148 Camden Street
London
NW1 9PA

Proposal:

Lower ground floor rear extension (retrospective) and conversion of rooms at ground and lower ground floor to non-self-contained accommodation.

Drawing Nos: GA 010 PE 01; GA 020 PE 01; GA 031 PE 01;
GA 020 PL 01; GA 030 PL 01; GA 031 PL 01; GA 032 PL 01;
GA 001-PL-01; GA 010-PL-03 dated 13/04/21; Design and Access Statement prepared
by Haines Phillips Architects

DECISION
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:

GA 010 PE 01; GA 020 PE 01; GA 031 PE 01;
GA 020 PL 01; GA 030 PL 01; GA 031 PL 01; GA 032 PL 01;
GA 001-PL-01; GA 010-PL-03 dated 13/04/21; Design and Access Statement prepared by Haines Phillips Architects

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

- 3 Within 3 months of the date of this decision, the lower ground floor window should be obscure glazed and the lower part should be fixed shut and the window shall thereafter be retained and maintained as such.

Reason: In order to prevent unreasonable overlooking of neighbouring occupiers in accordance with the requirements of policies A1 and D1 of the London Borough of Camden Local Plan 2017.

- 4 The secure and covered cycle storage area, as shown on drawing GA 010-PL-03 dated 13/04/21 hereby approved, shall be provided in its entirety prior to the first occupation of the new unit, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reason for granting permission

The Council previously resolved to grant (September 2015) an identical proposal (ref: 2015/2906/P) subject to a legal agreement to secure the unit as car free. However the applicant did not sign the legal agreement and hence the application was refused.

The conversion of rooms to non-self-contained accommodation is considered acceptable. The Council aims to achieve mixed, inclusive and sustainable communities by seeking a range of housing types suitable for households and individuals with different needs. Policy H10 states the Council will support development of housing with shared facilities (houses in multiple occupation) provided that the development complies with any relevant standards for houses in multiple occupation.

The Council's HMO standards for bedsits indicate the minimum floorspace for a room where kitchen (not enclosed) is included is 12sqm (single) or 14sqm (double). The proposed bedroom with kitchen included would provide 15.38sqm floorspace (discounting the area of the stairs leading to the lower ground floor). Therefore the floorspace would meet the minimum HMO floorspace requirement for a double room. The toilet would not be self-contained and would be accessed from the communal hallway. All other facilities would be exclusive for the occupants of the bedsit.

The extension is built directly underneath the previously approved ground floor extension and so is tucked away. It would still allow a reasonable amount of external amenity space for the basement flat. The extension is finished in white render which is in keeping with the basement elevation and the neighbouring boundary wall. The white render has a sympathetic relationship with the side elevation of the approved extension which adjoins it above. The extension does not harm the appearance of the host property or the conservation area.

The extension has a single window. This window directly faces the bathroom window of the existing basement flat. As the window in the extension faces a bathroom window with obscure glazing there would be no harmful overlooking or loss of privacy to the occupiers of the basement flat. Nevertheless, if permission were granted a condition would be included requiring the window in the extension to be obscure glazed and the lower part of the window to be fixed shut.

Policy T2 requires all new developments in the borough to be car-free. This would be secured by legal agreement. The submission states a new lockable cycle space would be provided within the basement vault. Given the constraints of the site this is acceptable. The cycle store would be secured by condition.

The planning and appeal history of the site has been taken into account when coming to this decision. No objections were received prior to making this decision.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies H6, H10, D1, D2, T1, T2 and A1 of the Camden Local Plan 2017. The development also accords with the NPPF and the London Plan 2021.

- 2 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).
- 3 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 4 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.
- 5 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.

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

DATED 28TH MAY 2021

(1) REDCOURT LIMITED

and

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

AGREEMENT

relating to land known as

148 Camden Street, London NW1 9PA

pursuant to

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

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