

DATED

7th July

2021

**(1) RAMESH UTTAMRAM GOHIL, SHILA GOHIL, ATUL RASIKBAI PATEL and
CHETNA ATUL PATEL**

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

**FIRST FLOOR
53-54 TOTTENHAM COURT ROAD
LONDON
W1T 2EJ**

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

G:\case files\culture & env\planning\JO\s106 Agreements\first floor 53-54 Tottenham Court Road(CF)
CLS/COM/JO/1800. 1935
s106 FINAL

THIS AGREEMENT is made the

7th day of

July

2021

BETWEEN:

A. **RAMESH UTTAMRAM GOHIL, SHILA GOHIL, ATUL RASIKBHAI PATEL AND CHETNA ATUL PATEL** all of 5 Gainsborough Place, Chigwell, IG7 6LA (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 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 NGL212667.

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 19th March 2020 and under reference number 2020/0640/P.

1.4 The Council refused the Planning Application on 9th July 2020.

1.5 An appeal under section 78 of the Act in respect of the refusal of the Planning Application was submitted by the Owner to the Planning Inspectorate and was given reference number APP/X5210/W/20/3266565.

1.6 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.

1.7 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	"Business 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 businesses of the locality in which the Development is situated
2.4	"Business 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 a Business Parking Bay
2.5	"the Development"	change of use from vacant commercial unit that has been marketed as a flat (Class C3) to an office (Class B1) as shown on drawing numbers:- NJH/182269/00; NJH/182269/002; TCR-002-REV-A; TCR-003-REV-A; 200066/ABP/OP; Design and Access Statement Commissioned by Sanderson Weatherall dated 06 February 2020.
2.6	"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
2.7	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8	"the Parties"	mean the Council and the Owner

2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 19 th March 2020 for which a resolution to refuse was passed under reference number 2020/0640/P
2.10	"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
2.11	"the Planning Permission"	any planning permission granted for the Development by the Secretary of State under reference APP/X5210/W/20/3266565 pursuant to the appeal against the refusal of the Planning Application
2.12	"the Property"	the land known as First floor, 53-54 Tottenham Court Road, London, W1T 2EJ, the same as shown shaded grey on the plan 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 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, 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 Parties save where the context states otherwise shall include their successors in title.
- 3.7 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 occupant 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 Business Parking Permit to park a vehicle in a Business 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 unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business 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 Clause 4.1.1 and 4.1.2 above will remain permanently.

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 units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 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 2020/0640/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 2020/0640/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 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. **JOINT AND SEVERAL LIABILITY**

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

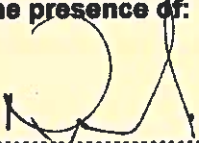
8. **RIGHTS OF THIRD PARTIES**

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

CONTINUATION OF SECTION 106 AGREEMENT RELATING TO 53-54 TOTTENHAM COURT ROAD LONDON W1T 2EJ

EXECUTED AS A DEED BY
RAMESH UTTAMRAM GOHIL
in the presence of:



.....
Witness Signature

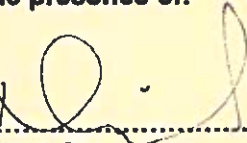
Witness Name: NIKHIL GOHIL

Address: 30 CANON AVE, RM6 5RR

Occupation: SENIOR ACCOUNT DIR

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RAMESH UTTAMRAM GOHIL

EXECUTED AS A DEED BY
SHILA GOHIL
in the presence of:



.....
Witness Signature

Witness Name: NIKHIL GOHIL

Address: 30 CANON AVE, RM6 5RR

Occupation: SENIOR ACCOUNT DIR

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SHILA GOHIL

EXECUTED AS A DEED BY
ATUL RASIKBAI PATEL
in the presence of:

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.....
ATUL RASIKBAI PATEL

.....
Witness Signature

Witness Name:

Address:

Occupation:

CONTINUATION OF SECTION 106 AGREEMENT RELATING TO 53-54 TOTTENHAM
COURT ROAD LONDON W1T 2EJ

EXECUTED AS A DEED BY
RAMESH UTTAMRAM GOHIL
in the presence of:

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RAMESH UTTAMRAM GOHIL

.....
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY
SHILA GOHIL
in the presence of:

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SHILA GOHIL

.....
Witness Signature

Witness Name:


Address:

Occupation:

EXECUTED AS A DEED BY
ATUL RASIKBAI PATEL
in the presence of:

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.....
ATUL RASIKBAI PATEL


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Witness Signature

Witness Name: GARETH LEWIS.

Address: 24 DUNDY CRESCENT. MERTHAM RH1 3NY.

Occupation: GARDENER.

CONTINUATION OF SECTION 106 AGREEMENT RELATING TO 53-54 TOTTENHAM
COURT ROAD LONDON W1T 2EJ

EXECUTED AS A DEED BY
CHETNA ATUL PATEL
in the presence of:

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CHETNA ATUL PATEL

.....
Witness Signature

Witness Name: GARETH LEWIS .

Address: 24 DUNDERY CRESCENT MERSTHAM RH13NY.

Occupation: GARDENER .

**CONTINUATION OF SECTION 106 AGREEMENT RELATING TO 53-54 TOTTENHAM
COURT ROAD LONDON W1T 2EJ**

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

Andrew H...
.....

Authorised Signatory



First Floor 53-54 Tottenham Court Road London



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