

DATED 19 April

2023

(1) CHRISTOS EMILIOS ANGELIDES and UNA ANN JOYCE

and

(2) COUTTS & COMPANY

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

59 And A Half Netherhall Gardens London NW3 5RE

pursuant to

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

s278 of the Highways Act 1980

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

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CLS/COM/EG/1800.2282
s106 Final

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THIS AGREEMENT is made the

19th

day of

April

2023

BETWEEN:

- A. **CHRISTOS EMILIOS ANGELIDES and UNA ANN JOYCE** of 59 & A Half, Netherhall Gardens, Hampstead, London (NW3 5RE) and 7a Arkwright Road, London NW3 6AA (hereinafter called "the Owner ") of the first part
- B. **COUTTS & COMPANY** (Co. Regn. No. 00036695) whose registered office address is at 440 Strand, London WC2R 0QS of (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 third 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 Numbers NGL709395 and NGL921047 subject to respective charges 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 5 October 2021 and the Council resolved to grant permission conditionally under reference number 2021/4884/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act, is the Highway Authority for the purposes of s278 of the Highways Act 1980 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 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- 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 NGL709395 and dated 7 September 2020 and under legal charge registered under Title Number NGL921047 and dated 7 September 2020 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 Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.4	"the Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in Schedule 3 hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding

		<p>environment and highway network including (but not limited to):-</p> <p>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;</p> <p>(b) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(d) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(e) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.5	"the Construction Management Plan Bond"	the sum of £7,500 (Seven Thousand and Five Hundred Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by

		the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.4
2.6	"the Construction Management Plan Implementation Support Contribution"	the sum of £3,920 (Three Thousand and Nine Hundred and Twenty Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.7	"the Construction Phase"	<p>the whole period between</p> <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the demolition of the Existing Buildings</p>
2.8	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.9	"the Development"	<p>Demolition of existing dwelling and construction of replacement dwelling with associated landscaping as shown on drawing numbers:-</p> <p>R013-A5, R015-A5, R-101-A5, R-111-A5, R-121-A5, R-212-A5, R-223-A5, R-233-A5, R-311-A5, R-321-A5, RC-101-A5, RC-111-A5, RC-121-A5, RC-212-A5, RC-223-A5, RC-233-A5, RC-311-A5, RC-321-A5, A-010-A11, A-013-A11, A-101-A11, A-111-A11, A-121-A11, A-211-A11, A-212-A11, A-222-A11, A-222-A11, A-231-A11, A-231-A11, A-242-A11, A-311-A11,</p> <p>Design & Access Statement Rev: September 2022, Basement Impact Assessment ref no. 20071-SLL-00-XX-BIA-S-002 dated 27 April 2021, Site Investigation Report by</p>

		<p>Soil Consultants ref no. 10578-OT 11 Feb 2021, Structural report for planning by structures Lab Ltd ref no. 20071-SLL-00-XX-RE-S-001 26 May 2021, Construction management plan by the Quoin Consultancy erf Q5259 June 2021, Arboriculture Impact Report ref no. 210630 rev 2 10 Feb 2021, Surface water management ref: CCE-ZC251-PL-RP-01 May 2021, Site photographs, Basement Impact Assessment by Structures Lab Ltd ref: 20071-sll-00-xx-bias-002 dated 30 Nov 2022, Basement Impact Assessment Addendum by Soil Consultants ref. SCL 10578-JRCB Issue 2 dated 14 Dec 2022, Law Society Property Information form 3rd edition, Basement Impact Assessment Audit Revision: F1 December 2022, Overheating Analysis ref: 5908 22/07/2021, Sustainability statement ref: 6280 23/07/2021, RFO vs NC Comparison Chalcot House ref: 5908 23/07/2021, Energy Assessment ref: 5908 22/07/2021, Environmental Noise Survey Report 22/06/2021, Condition & Feasibility Report: 20071-SLL-00-XX-RE-S-003 25/03/2022, Planning and heritage statement.</p>
2.10	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>a) the incorporation of the measures set out in the submission document entitled RIBA Stage 2 Energy Assessment Chalcot House by Eight Associates dated 22 July 2021;</p> <p>b) the achievement of:-</p> <ol style="list-style-type: none"> i. a minimum 56.5% reduction in carbon emissions beyond the Part L 2013 (as amended) baseline; ii. a minimum 26.2% Be Lean state reduction through building efficiency;

		<p>iii. a minimum 30.3% Be Green Stage reduction through renewables</p> <p>c) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will achieve the reduction in carbon emissions in b) iii using a combination of complementary low and zero carbon technologies;</p> <p>d) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>e) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <p>f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP and NCM calculation certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential)</p>
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		<p>calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.11	"Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.12	"Existing Occupiers"	Christos Emiliios Angelides and Una Ann Joyce
2.13	"the Highways Contribution"	<p>the sum of £2,446.66 (Two Thousand and Four Hundred and Forty Six Pounds and Sixty Six to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>(a) remedial works to repair and repave the carriageway adjacent to the Property including footways along the frontage of the building</p> <p>(b) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs</p>
2.14	"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
2.15	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.16	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.17	"the Parties"	mean the Council the Owner and the Mortgagee
2.18	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 5 October 2021 for which a resolution to grant permission has been passed conditionally under reference number 2021/4884/P subject to conclusion of this Agreement
2.19	"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
2.20	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.21	"the Property"	the land known as 59 And A Half Netherhall Gardens London NW3 5RE the same as shown edged red on the plan annexed hereto
2.22	"the Public Highway"	any carriageway footway and/or verge maintainable at public expense
2.23	"the 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
2.24	"the 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
2.25	"Sustainability Plan"	a plan including a post construction review securing the incorporation of sustainability measures in the carrying out

		<p>of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <p>(a) achieve the targets set out in the submission document entitled Planning Report Sustainability Statement Chalcot House dated 23 July 2021 by Gregory Day and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1 (Climate Change Mitigation) and CC2 (Adapting to Climate Change);</p> <p>(b) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use</p> <p>(c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p>
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		(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time
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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 278 of the Highways Act 1980, 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 or 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 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.

- 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 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.

4.2 EXEMPTION FROM CAR FREE REQUIREMENT

4.2.1 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit number (as issued and agreed by the Council's Street Name and Numbering Department) of the unit forming part of the Development ("the Specified Unit") that in the Owner's opinion is affected by obligations in this Clause 4.2.

4.2.2 The restrictions in Clause 4.1.1 and 4.1.2 of this Agreement shall not apply to the Specified Unit within the Development for the period of time that the Existing Occupiers can demonstrate the following to the Council's reasonable satisfaction:-

- a. that the Existing Occupiers have returned to Occupy the Specified Unit as their primary home following completion of the Development; and
- b. that all utility bills, Council Tax invoices and bank statements are addressed to the Existing Occupiers at the Specified Unit.

4.2.3 The Parties acknowledge that the Specified Unit shall only be exempt from the obligations contained in clause 4.1 while the Existing Occupiers are in Occupation of the Specified Unit.

4.2.4 The Owner shall give written notice to the Council when the Existing Occupiers are no longer in Occupation of the Specified Unit.

4.3 CONSTRUCTION MANAGEMENT PLAN

4.3.1 On or prior to the Implementation Date to:

- (a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (b) submit to the Council for approval a draft Construction Management Plan.

4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (a) received the Construction Management Plan Implementation Support Contribution in full; and
- (b) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.3.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.4 CONSTRUCTION MANAGEMENT PLAN BOND

4.4.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.

4.4.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.

4.4.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.

4.4.4 The Owner must once notified by the Council in accordance with Clause 4.4.3 acknowledge the notice within 24 hours of being notified and:

- (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in

the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council not be unreasonably withheld or delayed (Provided That such written satisfaction may be provided after the relevant notice period); or

- (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council (acting reasonably) still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).

4.4.5 In the event the Owner does not comply with the obligations in 4.4.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.4.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.

4.4.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.4.5.

4.5 HIGHWAYS CONTRIBUTION

4.5.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.5.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).

4.5.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.5.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.5.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.6 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).

4.6.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved (such approval not to be unreasonably withheld or delayed) by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.6.4 Following the Occupation Date the Owner shall not 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 Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation

of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.7 SUSTAINABILITY PLAN

4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan (such approval not to be unreasonably withheld or delayed).

4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).

4.7.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved (such approval not to be unreasonably withheld or delayed) by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.

4.7.4 Following the Occupation Date the Owner shall not 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 Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability 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 2021/4884/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.
- 5.6 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 the Planning Permission reference 2021/4884/P.
- 5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2021/4884/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box

145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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 quoting the planning reference number 2021/4884/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 of £6,500 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) 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 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
CHRISTOS EMILIOS ANGELIDES
in the presence of:**

)
)
)

Christos Angelides

[Signature]

.....
Witness Signature

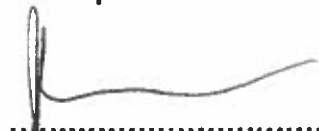
Witness Name: DAISY LARNER

Address: FLAT 2, 69 PARK ROAD, NEW BARNET, EN4 9QD

Occupation: PA to CEO+COO

EXECUTED AS A DEED BY
UNA ANN JOYCE
in the presence of:

)
)
)



.....
Witness Signature

Witness Name: DAISY LARNEL

Address: FLAT 2, 69 PARK ROAD, NEW BARNET, EN4 9QD

Occupation: PA to CEO + COO

EXECUTED AS A DEED BY
COUTTS & CO
by
in the presence of:-

)
)
)
)

.....

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

.....


Authorised Signatory



EXECUTED AS A DEED BY
UNA ANN JOYCE
in the presence of:

)
)
)

.....
Witness Signature

Witness Name:

Address:

Occupation:

~~EXECUTED AS A DEED BY
COUTTS & COMPANY
acting by a Director and its Secretary)
or by two Directors)~~

~~) Executed as a Deed for and on behalf
) Coutts & Company by its lawful attorney
) Signature
) Print Name PETER HALLET
) Print Title MANAGER~~

.....
Director

In the presence of
Signature of witness
Print name of witness MARIA MCRINA SANZ
Print address of witness TRINITY QUAY II, AUBURN
STREET, BRISTOL BS20PT

.....
Director/Secretary

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

.....
Authorised Signatory

SCHEDULE 1 Plan



Location Plan

A-010-A5

Group number | Cluster Name | 30.3 Material Garden - London N73

London (loc) 4800 | 48 | 10004 | Scale 1:1200 2:12 | 

SCHEDULE 2
Draft Planning Permission



Application ref: 2021/4884/P
Contact: Jaspreet Chana
Tel: 020 7974 1544
Date: 15 March 2023

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

Planning Sense Ltd
19 St Johns Court
Beaumont Avenue
St Albans
AL1 4TS
United Kingdom

Dear Sir/Madam

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:
59 And A Half
Netherhall Gardens
London
NW3 5RE

Proposal:

Demolition of existing dwelling and construction of replacement dwelling with associated landscaping

Drawing Nos: R013-A5, R015-A5, R-101-A5, R-111-A5, R-121-A5, R-212-A5, R-223-A5, R-233-A5, R-311-A5, R-321-A5, RC-101-A5, RC-111-A5, RC-121-A5, RC-212-A5, RC-223-A5, RC-233-A5, RC-311-A5, RC-321-A5, A-010-A11, A-013-A11, A-101-A11, A-111-A11, A-121-A11, A-211-A11, A-212-A11, A-222-A11, A-222-A11, A-231-A11, A-231-A11, A-242-A11, A-311-A11,

Design & Access Statement Rev: September 2022, Basement Impact Assessment ref no. 20071-SLL-00-XX-BIA-S-002 dated 27 April 2021, Site Investigation Report by Soil Consultants ref no. 10578-0T 11 Feb 2021, Structural report for planning by structures Lab Ltd ref no. 20071-SLL-00-XX-RE-S-001 26 May 2021, Construction management plan by the Quoin Consultancy erf Q5259 June 2021, Arboriculture Impact Report ref no. 210630 rev 2 10 Feb 2021, Surface water management ref: CCE-ZC251-PL-RP-01 May 2021, Site photographs, Basement Impact Assessment by Structures Lab Ltd ref: 20071-sll-00-xx-bia-s-002 dated 30 Nov 2022, Basement Impact Assessment Addendum by Soil Consultants ref. SCL 10578-JRCB Issue 2 dated 14 Dec 2022, Law Society Property Information form 3rd edition, Basement Impact Assessment Audit Revision: F1 December 2022, Overheating Analysis ref: 5908 22/07/2021, Sustainability statement ref: 6280 23/07/2021, RFO vs NC Comparison Chalcot House ref: 5908 23/07/2021, Energy Assessment ref: 5908 22/07/2021, Environmental Noise Survey Report 22/06/2021, Condition & Feasibility Report: 20071-SLL-00-XX-RE-S-003 25/03/2022, Planning and heritage statement.

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: R013-A5, R015-A5, R-101-A5, R-111-A5, R-121-A5, R-212-A5, R-223-A5, R-233-A5, R-311-A5, R-321-A5, RC-101-A5, RC-111-A5, RC-121-A5, RC-212-A5, RC-223-A5, RC-233-A5, RC-311-A5, RC-321-A5, A-010-A11, A-013-A11, A-101-A11, A-111-A11, A-121-A11, A-211-A11, A-212-A11, A-222-A11, A-222-A11, A-231-A11, A-231-A11, A-242-A11, A-311-A11, Design & Access Statement Rev: September 2022, Basement Impact Assessment ref no. 20071-SLL-00-XX-BIA-S-002 dated 27 April 2021, Site Investigation Report by Soil Consultants ref no. 10578-0T 11 Feb 2021, Structural report for planning by structures Lab Ltd ref no. 20071-SLL-00-XX-RE-S-001 26 May 2021, Construction management plan by the Quoin Consultancy erf Q5259 June 2021, Arboriculture Impact Report ref no. 210630 rev 2 10 Feb 2021, Surface water management ref: CCE-ZC251-PL-RP-01 May 2021, Site photographs, Basement Impact Assessment by Structures Lab Ltd ref: 20071-sll-00-xx-bia-s-002 dated 30 Nov 2022, Basement Impact Assessment Addendum by Soil Consultants ref. SCL 10578-JRCB Issue 2 dated 14 Dec 2022, Law Society Property Information form 3rd edition, Basement Impact Assessment Audit Revision: F1 December 2022, Overheating Analysis ref: 5908 22/07/2021, Sustainability statement ref: 6280 23/07/2021, RFO vs NC Comparison Chalcot House ref: 5908 23/07/2021, Energy Assessment ref: 5908 22/07/2021, Environmental Noise Survey Report 22/06/2021, Condition & Feasibility Report: 20071-SLL-00-XX-RE-S-003 25/03/2022, Planning and heritage statement.

Reason:

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

- 3 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 Prior to commencement of development, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include
- i. a detailed scheme of maintenance

- ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used showing a variation of substrate depth with peaks and troughs
- iii. full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, CC4(major apps only), D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

- 5 Before the development commences, details of secure and covered cycle storage area for 2 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, 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.

- 6 Before the development commences, details of 1 Electric Vehicle Charging Point (EVCP) to be added to the site, shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, 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.

- 7 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of Policy G1, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 8 Before the development commences, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CC5, A1, A4 and TC4 of the London Borough of Camden Local Plan 2017.

- 9 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details [by not later than the end of the planting season following completion of the development or any phase of the development] [, prior to the occupation for the permitted use of the development or any phase of the development], whichever is the sooner. Any trees or areas of planting (including trees existing at the outset of the development other than those indicated to be removed) which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, A5, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 10 Part A: No development shall commence until further assessment of the risk posed by lead in the soils at the site is undertaken and the findings are submitted to and approved in writing by the local planning authority. The work must be carried out in compliance with LCRM (2020) and by a competent person.

Subsequent parts if/where required following the completion of Part A:

Part B: No development shall commence until a remediation method statement (RMS) is submitted to and approved in writing by the local planning authority. This statement shall detail any required remediation works and shall be designed to mitigate any remaining risks identified in the approved quantitative risk assessment. This document should include a strategy for dealing with previously undiscovered contamination. All works must be carried out in compliance with LCRM (2020) and by a competent person.

Part C: Following the completion of any remediation, a verification report demonstrating that the remediation as outlined in the RMS have been completed should be submitted to, and approved in writing, by the local planning authority. This report shall include (but may not be limited to): details of the remediation works carried out; results of any verification sampling, testing or monitoring including the analysis of any imported soil and waste management documentation. All works must be carried out in compliance with LCRM (2020) and by a competent person.

Reason: To ensure the risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors, in accordance with policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 11 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the local planning authority in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 12 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies G1, D1, D2 and A1 of London Borough of Camden Local Plan 2017.

- 13 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 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).

- 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, 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 (search for 'Camden Minimum Requirements' at www.camden.gov.uk) 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 paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate

SCHEDULE 3
Pro Forma
Construction Management Plan

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-
<https://www.camden.gov.uk>

Please use the Minimum Requirements (also available on the Council's website) as guidance for what is required in the CMP and then download the Construction Management Plan

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences