

The Design Works
32 Grange Road
Plympton
Plymouth
Devon
PL7 2HY

Application Ref: **2013/6452/P**
Please ask for: **Elaine Quigley**
Telephone: 020 7974 5101

1 April 2014

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) Order 2010
Town and Country Planning (Applications) Regulations 1988

Variation or Removal of Condition(s) Granted Subject to a Section 106 Legal Agreement

Address:
65 Hemstal Road
London
NW6 2AE

Proposal:

Variation of condition 2 (approved drawings) of planning permission granted on appeal on 6/1/12 ref: APP/X5210/A/11/2161207 (ref: 2011/2102/P) for works of conversion in connection with change of use from offices and 2 x 2 bedroom flats to 4 x 2-bedroom flats over basement to third floor level (Class C3), namely to allow revisions to internal layout to create 1 x 3 bedroom flat at lower ground and ground floor level and 1x 2 bedroom flat at third floor level.

Drawing Nos: Site location plan (L/CAM/593/PL07); PL01; PL02; PL03; PL04 rev A; PL05; PL06.

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

Condition(s) and Reason(s):



- 1 Condition 2 of the planning permission granted on 06/01/2012 under reference number 2011/2102/P shall be replaced by the following condition:

REPLACEMENT CONDITION 2

The development hereby permitted shall be carried out in accordance with the following approved plans- Site location plan (L/CAM/593/PL07); PL01; PL02; PL03; PL04 rev A; PL05; PL06.

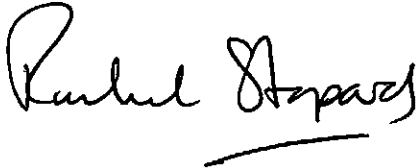
Informative(s):

- 1 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission is subject otherwise to the same terms, drawings, conditions (and obligations where applicable) as attached to the previous planning permission. This includes condition 1 providing for a 3 year time period for implementation which for the avoidance of doubt commences with the date of the original decision (and not this variation).
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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.

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

Yours faithfully

A handwritten signature in black ink, appearing to read 'Rachel Stopard', with a horizontal line underneath.

Rachel Stopard
Director of Culture & Environment

It's easy to make, pay for, track and comment on planning applications on line. Just go to www.camden.gov.uk/planning.

It is important to us to find out what our customers think about the service we provide. To help us in this respect, we would be very grateful if you could take a few moments to complete our [online planning applicants' survey](#). We will use the information you give us to monitor and improve our services.

DATED

14th November

2011

(1) DAVID MICHAEL GRAHAM and MARGARETA ELISABET GRAHAM

and

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

A G R E E M E N T
relating to land known as
65 Hemstal Road, London NW6 2AE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 5826
Fax: 020 7974 2962

CLS/DR/1685.1191

THIS AGREEMENT is made the *fourth* day of *November* 2011

BETWEEN:

1. **DAVID MICHAEL GRAHAM and MARGARETA ELISABET GRAHAM** of 65 Hemstal Road, London, NW6 2AE (hereinafter called "the Owner") of the first part
2. **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

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 292977.
- 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 15 June 2011 under reference number 2011/2102/P and the Council resolved refuse the permission.
- 1.4 The Owner has submitted an appeal of the Council's decision to refuse to the Secretary of State under reference number APP/X5210/A/11/2161207/NWF ("the Appeal") and the Inspector has decided to allow the appeal and grant Planning Permission subject to the obligations contained in this Agreement.
- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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" | Erection of roof extension to form 1 x 2 bedroom flat at third floor level, alterations to windows and doors at ground floor level onto Kingsgate Road and Hemstal Road, new railings to lightwell on Hemstal Road, new window at rear second floor level and works of conversion in connection with change of use from offices to 1 x 2 bedroom flat over basement and ground floor level (Class C3) as shown on drawing numbers L/CAM/593/PL07; PL01; PL02; PL03; PL04; PL05; PL06; Energy Statement dated 6th June 2011 (ref E152-HR-EA-00) and EcoHomes Report Issue 00 from Doherty Design and Planning Limited |
| 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 first 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 15 June 2011 under reference number 2011/2102/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 by the Secretary of State pursuant to the Appeal

2.10 "the Property"

the land known as 65 Hemstal Road, London NW6 2AE 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
- 2.13 "the Sustainability Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on an assessment under the Code for Sustainable Buildings achieving at least an Ecohomes rating of "Very Good" and attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction 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 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 DEVELOPMENT

4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any new residential unit forming part of the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.1.3 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 of this Agreement.

4.2 SUSTAINABILITY PLAN

4.2.1 Prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

- 4.2.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.2.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.
- 4.2.4 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 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 2011/2102/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the

Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format 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 reference 2011/2102/P.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2011/2102/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 on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. JOINT AND SEVERAL LIABILITY

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

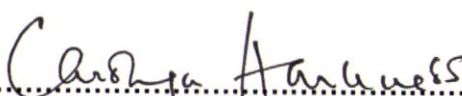
9. RIGHTS OF THIRD PARTIES

- 9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
DAVID MICHAEL GRAHAM
in the presence of:

)
)
) 


.....
Witness Signature

Witness Name CAROLYN ANNE HARKNESS

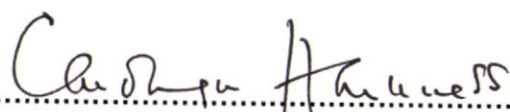
Address BOROUGH FARM, SKILLINGFORD, TIVERTON,
DEVON EX16 9BL

Occupation

Retired Speech Therapist

EXECUTED AS A DEED BY
MARGARETA ELISABET GRAHAM
in the presence of:

)
)
) 


.....
Witness Signature

Witness Name CAROLYN ANNE HARKNESS

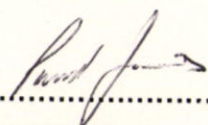
Address BOROUGH FARM, SKILLINGFORD, TIVERTON,
DEVON EX16 9BL

Occupation

Retired Speech Therapist

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

)
)
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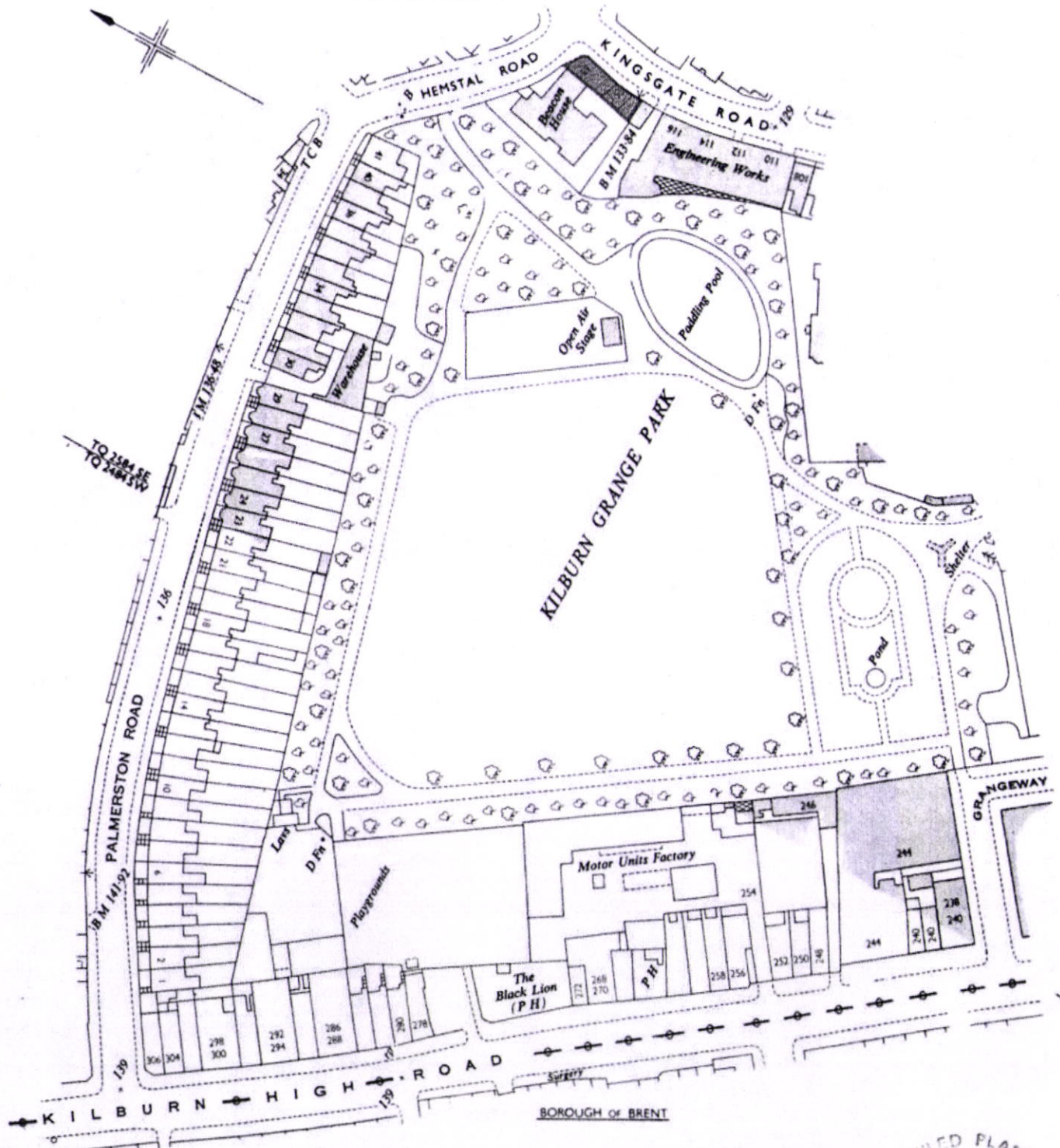

.....
Authorised Signatory



H.M. LAND REGISTRY		TITLE NUMBER	
		292977	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	GREATER LONDON		TQ 2584
			SECTION
			Q
Scale: 1/1250			© Crown copyright 1971.

BOROUGH OF CAMDEN

Old Reference LN VI 18 E



These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

Additional references, which are not referred to in the register of title, may appear on the title plan in respect of any pending applications.

This official copy is issued on 10 November 2011 shows the state of this title plan on 10 November 2011 at 12:05:35. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 7 - *Title Plans*.

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DATED

01 April

2014

(1) COBSTAR LIMITED

-and-

(2) SVENSKA HANDELSBANKEN AB (PUBL)

-and-

**(3) THE MAYOR AND THE BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

DEED OF VARIATION

Relating to the Agreement dated 14th November 2011
Between the Mayor and the Burgesses of the
London Borough of Camden,
David Michael Graham and Margareta Elisabet Graham
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
65 Hemstal Road London NW6 2AE

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

Tel: 020 7974 5680
Fax: 020 7974 2962

1685.2411

THIS AGREEMENT is made on the 01 day of April 2014

BETWEEN

1. **COBSTAR LIMITED** (Co. Regn. No. 11449696) whose registered office is at Summit House, 170 Finchley Road London NW3 6BP (hereinafter called "the Owner") of the first part
2. **SVENSKA HANDELSBANKEN AB (PUBL)** (incorporated in Sweden) (UK Co. Regn. No. FC014392) of Kungstradgardsgatan 2 S-106 70 Stockholm Sweden and whose address for service in the United Kingdom is The Limes, 32-34 Upper Marlborough Road, St Albans Hertfordshire AL1 3UU (hereinafter called "the Mortgagee") of the second part
3. **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

WHEREAS:

- 1.1 The Council, David Michael Graham and Margareta Elisabet Graham entered into an Agreement dated 14 November 2011 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and pursuant to the Original Planning Permission.
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number 292977 subject to a charge to the Mortgagee.
- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4 The Council is the local planning authority for the purposes of the Act 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 A New Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 29

July 2013 for which the Council resolved to grant permission conditionally under reference 2013/6452/P subject to the conclusion of this Agreement.

- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number 292977 and dated 2 July 2013 is willing to enter into this Agreement to give its consent to the same.
- 1.7 This Agreement is made by virtue of the Town and Country Planning Act 1990 Section 106 (as amended) and is a planning obligation for the purposes of that section.
- 1.8 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as hereinafter provided.

2. INTERPRETATION

- 2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Agreement save where the context otherwise dictates and for the avoidance of any doubt the Existing Agreement shall remain in full force and effect save as varied by this Agreement.
- 2.2 All reference in this Agreement to clauses in the Existing Agreement are to clauses within the Existing Agreement.
- 2.3 In this Agreement the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.3.1 "Agreement" this Deed of Variation

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 14 November 2011 made between the Council, David Michael Graham and Margareta Elisabet Graham

2.3.3 "the Original Planning Permission"

means the planning permission granted by the Secretary of State on 06 January 2012 referenced APP/X5210/A/11/2161207 permitting the erection of a roof extension, alterations to windows and doors at ground floor level onto Kingsgate Road and Hemstal Road, new railings to lightwell on Hemstal Road, new window at rear second floor level and works of conversion in connection with change of use from offices to 2 x 2-bedroom flats over basement to third floor level (Class C3) at 65 Hemstal Road, London NW6 2AE in accordance with terms of the application, Ref 2011/2102/P, dated 19 April 2011, subject to the following condition:

- 1) The development hereby permitted shall begin not later than three years from the date of this decision.
- 2) The development hereby permitted shall be carried out in accordance with the approved plans PL01 through to PL07

2.3.4 "the New Planning Application"

an application for the New Planning Permission in respect of the Property by varying condition 2 attached to the Original Planning Permission

2.3.5 "the New Planning Permission"

means the planning permission granted pursuant to the New Planning Application permitting the variation of condition 2 (approved drawings) attached to the Original Planning Permission (erection of a roof extension, alterations to windows and doors at ground floor level onto Kingsgate Road and Hemstal Road, new railings to lightwell on Hemstal Road, new window at rear second floor level and works of conversion in connection with change of use

from offices to 2 x 2-bedroom flats over basement to third floor level (Class C3) at 65 Hemstal Road, London NW6 2AE in accordance with terms of the application, Ref 2011/2102/P, dated 19 April 2011, subject to the following condition:

- 1) The development hereby permitted shall begin not later than three years from the date of this decision.
- 2) The development hereby permitted shall be carried out in accordance with the approved plans PL01 through to PL07 as shown on Site location plan (L/CAM/593/PL07); PL01; PL02; PL03; PL04 rev A; PL05; PL06.

2.4 Where in this Agreement reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Agreement.

2.5 Headings are for ease of reference only and are not intended to be construed as part of this Agreement and shall not be construed as part of this Agreement and shall not effect the construction of this Agreement.

2.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

2.7 References in this Agreement to the Owner and Mortgagee shall include their successors in title.

3. VARIATION TO THE EXISTING AGREEMENT

3.1 The following definitions contained in the Existing Agreement shall be varied as follows:

3.1.1 "Development" development of the Property pursuant to either the Existing Planning Permission or the New Planning Permission

3.1.2 "Planning Permission" either the Original Planning Permission or the New Planning Permission

3.2 After the words "2011/2102/P" in clause 5.2 of the Existing Agreement the words "or 2013/6452/P (as the case may be)" shall be inserted.

3.3 After the words "2011/2102/P" in clause 5.5 of the Existing Agreement the words "or 2013/6452/P(as the case may be)" shall be inserted.

3.4 After the words "2011/2102/P" in clause 6.1 of the Existing Agreement the words "or 2013/6452/P (as the case may be)" shall be inserted.

3.5 The draft planning permission reference 2013/6452/P annexed to this Agreement shall be treated as annexed to the Existing Agreement in addition to the existing annexures.

3.6 In all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect.

4. PAYMENT OF THE COUNCIL'S LEGAL COSTS

4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement

5. REGISTRATION AS LOCAL LAND CHARGE

5.1 This Agreement shall be registered as a Local Land Charge

3.1.1 "Development" development of the Property pursuant to either the Existing Planning Permission or the New Planning Permission

3.1.2 "Planning Permission" either the Original Planning Permission or the New Planning Permission

3.2 After the words "2011/2102/P" in clause 5.2 of the Existing Agreement the words "or 2013/6452/P (as the case may be)" shall be inserted.

3.3 After the words "2011/2102/P" in clause 5.5 of the Existing Agreement the words "or 2013/6452/P(as the case may be)" shall be inserted.

3.4 After the words "2011/2102/P" in clause 6.1 of the Existing Agreement the words "or 2013/6452/P (as the case may be)" shall be inserted.

3.5 The draft planning permission reference 2013/6452/P annexed to this Agreement shall be treated as annexed to the Existing Agreement in addition to the existing annexures.

3.6 In all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect.

4. PAYMENT OF THE COUNCIL'S LEGAL COSTS

4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement

5. REGISTRATION AS LOCAL LAND CHARGE

5.1 This Agreement shall be registered as a Local Land Charge

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
COBSTAR LIMITED
in the presence of:

)
)
)

.....
Director

.....
Director/Secretary

EXECUTED as a Deed on behalf of)
SVENSKA HANDELSBANKEN AB (PUBL))

a public banking company)

incorporated in Sweden by)

)

and)

)

)

being persons who in accordance)

with the laws of that territory are)

acting under the authority of)

the company)

.....
JILL WHITTENDALE

Authorised Signatory

.....
ANTHONY FOGDEN

Authorised Signatory

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

)
)
)
)

.....
Duly Authorised Officer



65 Hemstal Road London NW6 2AE



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Regeneration and Planning
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www.camden.gov.uk/planning

The Design Works
32 Grange Road
Plympton
Plymouth
Devon
PL7 2HY

Application Ref: **2013/6452/P**

07 January 2014

Dear Sir/Madam

DRAFT

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
**65 Hemstal Road
London
NW6 2AE**

Proposal:

Variation of condition 2 (approved drawings) of planning permission granted on appeal on 6/1/12 ref: APP/X5210/A/11/2161207 (ref: 2011/2102/P) for works of conversion in connection with change of use from offices and 2 x 2 bedroom flats to 4 x 2-bedroom flats over basement to third floor level (Class C3), namely to allow revisions to internal layout to create 1 x 3 bedroom flat at lower ground and ground floor level and 1x 2 bedroom flat at third floor level.

Drawing Nos: Site location plan (L/CAM/593/PL07); PL01; PL02; PL03; PL04 rev A; PL05; PL06.

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 Aldan 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 Condition 2 of the planning permission granted on 06/01/2012 under reference number 2011/2102/P shall be replaced by the following condition:

REPLACEMENT CONDITION 2

The development hereby permitted shall be carried out in accordance with the following approved plans- Site location plan (L/CAM/593/PL07); PL01; PL02; PL03; PL04 rev A; PL05; PL06.

Informative(s):

- 1 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission is subject otherwise to the same terms, drawings, conditions (and obligations where applicable) as attached to the previous planning permission. This includes condition 1 providing for a 3 year time period for implementation which for the avoidance of doubt commences with the date of the original decision (and not this variation).
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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

Culture and Environment Directorate

DRAFT

DECISION

DATED

01 April

2014

(1) COBSTAR LIMITED

-and-

(2) SVENSKA HANDELSBANKEN AB (PUBL)

-and-

**(3) THE MAYOR AND THE BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

DEED OF VARIATION

Relating to the Agreement dated 14th November 2011
Between the Mayor and the Burgesses of the
London Borough of Camden,
David Michael Graham and Margareta Elisabet Graham
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
65 Hemstal Road London NW6 2AE

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

Tel: 020 7974 5680
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