

DATED

22 FEBRUARY

2013

2012

(1) DOW PROPERTIES LIMITED

and

(2) LLOYDS TSB BANK PLC

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

72-74 Parkway
London
NW1 7AL

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

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

Tel: 020 7974 5647
Fax: 020 7974 1920

CLS/PK/1685.1712_FINAL

THIS AGREEMENT is made the

22nd

day of

February

2013

~~2012~~

B E T W E E N:

1. **DOW PROPERTIES LIMITED** (registered under company number 02193291) whose registered office is at 195 ^{Hale} Half Lane, Edgware, Middlesex, HA8 9QN (hereinafter called "the Owner") of the first part
2. **LLOYDS TSB BANK PLC** (registered under company number 00002065) whose registered office is at 25 Gresham Street, London, EC2V 7HN (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 Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under title numbers 60944 and 261114 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Planning Application for the development of the Property was submitted to the Council and validated on 13th July 2012 and the Council resolved to grant permission conditionally under reference number 2011/2373/P subject to conclusion of this legal Agreement.
- 1.4 The Application for Conservation Area Consent for the development of the Property was submitted to the Council and validated on 13th July 2012 and the Council resolved to grant permission conditionally under reference number 2011/2380/C subject to conclusion of this legal 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.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under title numbers 60944 and 261114 and dated 26th July 2005 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 Application for Conservation Area Consent" | an application for conservation area consent in respect of the development of the Property submitted to the Council and validated on 13 th July 2011 under reference number 2011/2380/C |
| 2.4 | the Conservation Area Consent | a conservation area consent granted for the Development substantially in the draft form annexed hereto |

2.5 "the Development"	erection of mansard roof extension with solar panels and rear extensions at first and second floor level in connection with conversion of 4-bed maisonette to 3 x self contained flats (2 x 1-bedroom and 1 x 3-bedroom) following partial demolition at first, second floor and roof level as shown on drawing numbers Site Location Plan; 1026E 001; 002; 003A; 004A; DEM-1; DEM-2; Daylight and Sunlight Study by Right of Light Consulting dated 21st December 2010; EcoHomes Pre-Assessment by Julian Seeds of Ian Sayer & Co Surveyors dated March 2011; Lifetime Homes Statement.
2.6 "the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.7 "Occupation Date"	the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8 "the Parties"	the Council and the Owner and the Mortgagee
2.9 "the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 13 th July 2012 for which a resolution to grant permission has been passed conditionally under reference number 2011/2373/P subject to conclusion of this Agreement

- 2.10 "Planning Obligations Monitoring Officer"
- a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.11 "the Planning Permission"
- a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property"
- the land known as 72-74 Parkway, London, NW1 7AL the same as shown shaded grey on the plan annexed hereto
- 2.13 "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
- 2.14 "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
- 2.15 "the Sustainability Plan"
- a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall include:-
- (a) an assessment under the Code for Sustainable Homes achieving at least Level 3 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;

(b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body 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; and

(c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property 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

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, 7 and 8 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 The Owner hereby covenants with the Council to ensure that prior to occupying any 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 On or 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 Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.
- 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 2011/2373/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 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 Head of Legal Services 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 to the Council under **Clause 4.2 (Sustainability 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 2011/2373/P.
- 5.7 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.
- 5.8 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, 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 2011/2373/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 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 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. 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.

8. RIGHTS OF THIRD PARTIES

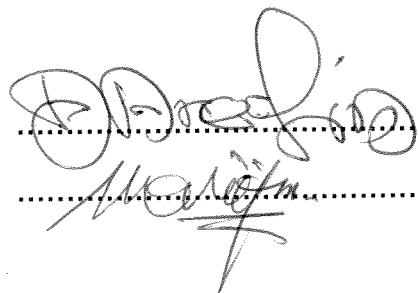
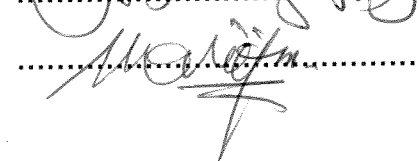
8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

EXECUTED AS A DEED BY
DOW PROPERTIES LIMITED
acting by a Director and its Secretary
or by two Directors

Director Name: (CAPITALS)

Ms. DIMITRA AREKIN
Director Signature:
MORAD AREKIN


.....

.....

Director/Secretary Name (CAPITALS))

Director/Secretary Signature:)

EXECUTED AS A DEED BY)
LLOYDS TSB BANK PLC)
acting by a ~~Director and its Secretary~~)
~~or by two Directors~~ AUTHORIZED)
SIGNATORIES

Director Name: (CAPITALS))

Director Signature:)

LAURIE MARSH

Laurie Marsh

~~Director/Secretary~~ Name (CAPITALS))

~~Director/Secretary~~ Signature:)

MARTYN KENNER

Martyn Kenner

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

[Signature]
.....

Authorised Signatory



1. $\frac{1}{x^2} = x^{-2}$

2. $\frac{1}{x^3} = x^{-3}$

3. $\frac{1}{x^4} = x^{-4}$

4. $\frac{1}{x^5} = x^{-5}$

5. $\frac{1}{x^6} = x^{-6}$

72-74 PARKWAY, LONDON, NW1 7AL



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Herara Architects
14 Laurel Gardens
London
NW7 3HA

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Application Ref: **2011/2373/P**

6 November 2012

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
72-74 Parkway
London
NW1 7AL

Proposal:

DECISION
Erection of mansard roof extension with solar panels and glass extensions at first and second floor level in part of the existing building to provide 3 x self contained flats (2 x 1-bedroom and 1 x 3-bedroom) following partial demolition at first, second floor and roof level.

Drawing Nos: Site Location Plan; 1026E 001; 002; 003A; 004A; DEM-1; DEM-2; Daylight and Sunlight Study by Right of Light Consulting dated 21st December 2010; EcoHomes Pre-Assessment by Julian Seeds of Ian Sayer & Co Surveyors dated March 2011; Lifetime Homes 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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan; 1026E 001; 002; 003A; 004A; DEM-1; DEM-2; Daylight and Sunlight Study by Right of Light Consulting dated 21st December 2010; EcoHomes Pre-Assessment by Julian Seeds of Ian Sayer & Co Surveyors dated March 2011; Lifetime Homes Statement.

Reason:

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

- 4 The flat roofs shall be constructed with a parapet wall, and shall include roof terraces and access onto the roofs shall be provided for access to the building, for access to the approved cycle and refuse storage, and for no other purpose.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Detailed drawings and/or samples of the following shall be submitted to and approved in writing by the Council before any work is commenced on the relevant part of the development.

a) Plan, elevation and section drawings, including jambs, head and cill, of all new window and door including openings at a scale of 1:10 with typical moulding and architrave details at a scale of 1:1..

b) Plan, elevation and section drawings of the new mansard roof including parapet details at a scale of 1:10

c) Manufacturer's details of all external materials to be used in the development and

d) A sample panel demonstrating the facing brickwork including colour, texture, face-

bond and pointing shall be erected on-site.

The sample panel shall be approved in writing by the local planning authority before the relevant parts of the work are commenced.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Before the development commences, details of the location, design and method of waste storage and removal of building 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 the development 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 CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Before the development commences, details of secure and covered cycle storage area for a minimum of five cycles shall be submitted to and approved by the local planning authority. The approved facility shall be provided in entirety prior to the first occupation of the development and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to commencement of the relevant part of the development, details of the green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof and a programme for a scheme of maintenance, shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation of the development and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Prior to commencement of demolition a structural method statement for the works of demolition shall be submitted to and approved in writing by the local planning authority. The statement shall include details of the method of securing the retention and protection of all walls, floors and roof structures (including dormers and chimneys) shown to be retained on the demolition drawings hereby approved. No works of demolition shall be carried out other than in accordance with the approved method statement.

Reason: To safeguard the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 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 2223).
- 2 Noise from demolition and construction work 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.
- 3 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5 (Managing the impact of growth and development), CS11 (Promoting Sustainable and efficient travel) and CS14 (Promoting high Quality Places and Conserving Our Heritage) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and the availability of parking), DP19

(Managing the impact of parking), DP20 (Movement of Goods and Materials) DP21 (Development connecting to the highway network), DP24 (Securing High Quality Design), DP25 (Conserving Camden's Heritage), DP26 (Managing the impact of development on occupiers and neighbours) and DP29 (Improving access). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 4 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden is based on 10 p/sqm. All uses except affordable housing, education, health care, development by charities for their charitable purposes. You will be expected to pay CIL when planning permissions are implemented. Please use the form below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for late notification of liability and late payment. Payment will also be subject to adjustment in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 5 You are advised that the application to discharge conditions 6 (refuse/ recycling storage) and 7 (cycle parking) of this permission shall include full details of both the railings and the roof to the cycle and refuse/ recycling storage area.
- 6 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.

Yours faithfully

Culture and Environment Directorate

DATED

22 FEBRUARY

2013

2012

(1) DOW PROPERTIES LIMITED

and

(2) LLOYDS TSB BANK PLC

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

72-74 Parkway
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NW1 7AL

pursuant to Section 106 of the Town and Country Planning
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